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VOL. XLIII., NO. 11.

The Solicitors' Journal and Reporter.

LONDON, JANUARY 14, 1899.

* * * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THERE IS NOT infrequently nowadays a postscript to the list of new Queen's Counsel. One has appeared this week announcing the elevation to "silk" of Mr. HENRY EDWARD DUKE, of the Western Circuit, Recorder of Plymouth and Devonport, who was called to the bar in 1885.

ATTENTION SHOULD be directed to the letter from Mr. WILLIAMSON, which will be found in another column, with reference to the new Inland Revenue form (B. 3) which has now been provided to accompany the affidavit (B. 2) in cases where the executor of a small estate within section 16(1) of the Finance Act, 1898, desires to pay, in addition to the "fixed duty" specified in that section, the estate duty on real or personal property settled otherwise than by the will of the deceased.

THE APPOINTMENT of Mr. JOSEPH H. CHOATE, the nephew of the famous RUFUS CHOATE, and himself the leader of the New York bar, to the post of Ambassador of the United States in this country, suggests the inquiry why leading English lawyers are not occasionally employed as ambassadors. It may be said that they would not accept the post, but we are by no means sure of that; work as a successful diplomat involves the receipt of honours such as might not fall to the lot of the lawyer in his profession. There are cases where the employment of a skilled advocate as ambassador might be of great value; his knowledge of men, keen perception of the points of a case, and habits of persuasion, would all tend to success in this vocation. There are many leading advocates who would make better ambassadors than judges.

BY SECTION 1, sub-section 4, of the Companies Act, 1898, where the court is satisfied that the filing of a contract under sub-section 1 would cause delay or inconvenience, or is impracticable, it may, in lieu thereof, direct the filing of a memorandum in writing, *in a form approved by the court*. On a recent application for relief under this enactment before ROMER, J., his lordship pointed out that the language used made it requisite that the memorandum in writing should be produced to the court before the relief could be granted. It would seem, therefore, that applicants should always come prepared with a form of memorandum to be submitted to the court at the time of their application for relief.

MR. B. G. LAKE has prepared and had printed, for the use of the staff in Messrs. LAKE & LAKE's office, a series of general instructions intended to provide for the conduct of conveyancing under the Land Transfer Acts until the practice has become familiar. The instructions necessarily relate to ordinary simple transactions, and do not in any way profess to be an exhaustive handbook of practice, but we think they will be uncommonly useful to practitioners. They are thoroughly practical, clear and concise, and deal with the various steps which have to be taken in consecutive order, relative to (1) purchases and sales of unregistered freehold land, unregistered leasehold land, registered freehold land, and registered leasehold land ; (2) mortgages of unregistered freehold or leasehold land, and of registered freehold or leasehold land ; and (3) leases of unregistered land and of registered land. We understand that, although the pamphlet is not to be published in the usual way, copies will be supplied to any solicitor at the actual cost of printing—namely, 6d. per copy.

THE RECENT case of Dr. REICHARDT at the Surrey Sessions has once more directed attention to section 315 (1) of the Lunacy Act, 1890, which provides that every person who, except under the provisions of the Act, takes charge of, receives to board or lodge, or detains a lunatic or alleged lunatic in an unlicensed house, shall be guilty of a misdemeanour, and also liable to a maximum penalty of £50. In order to justify a conviction under this sub-section the person must be a proper subject for restraint in an asylum. It is difficult, however, to draw the true line of division in practice between cases that do, and cases that do not, come within the statute ; and some clearer provision than we at present possess is desirable. The question is one of great importance. Its seriousness for medical men does not need to be pointed out. Again, it is of the utmost moment that no obstacle should be placed in the way of an early curative treatment of cases of mental disturbance. This end, however, is not readily attainable if the reception and detention of persons suffering from such disorders can only be accomplished by bringing them under the control of the Lunacy Commissioners. Patients and their friends will studiously conceal the existence of mental aberration, if the attachment of the stigma of insanity on the family name is the penalty for its disclosure. On the other hand, the best interests of patients and of the public alike require that cases of real certifiable lunacy should not be dealt with by private persons, except under the safeguards provided by the Lunacy Acts.

THE ADMINISTRATION of the Workmen's Compensation Act, 1897, by county court judges is, generally speaking, we believe, recognized as satisfactory by employers and workmen. Certainly the latter have no cause for complaint, as the disposition of most judges is rather favourable than otherwise to claims for compensation by workmen, whether made under the new Act or under the Employers' Liability Act, 1880, or at common law. Sometimes, indeed, a county court judge, in his anxiety to construe the new Act in what may be termed a benevolent spirit, strains its language so as to bring cases within its operation which seem to be, *prima facie* at all events, outside it altogether. An apt example of our meaning is furnished by the recent case of *Lowe v. Pearson* (*ante*, p. 139). There it was held by a sympathetic county court judge that a workman who chose, *mero motu*, to clean a machine, contrary to express orders, was entitled to recover compensation from his employer ; as, in the opinion of the judge, the injury was received by an accident arising out of the employment, and there had been no serious and wilful misconduct on the part of the injured workman. In unanimously reversing this decision, the Court of Appeal pointed out that this was not a case of a person acting outside the scope of his employment on an emergency, but, on the contrary, one of wilful disobedience on the part of the workman to prohibitory orders given by his employer, and therefore clearly not within section 1, sub-section 1, of the Act, which applies only where the circumstances indicate that the accident arose "out of and in the course of the employment." The respondent was not represented on the appeal, possibly owing to want of means, though it is difficult to see

what could have been urged on his behalf in support of the decision of the court below.

A VALUED correspondent, writing with reference to the last appointment to the High Court bench, remarks that "in selecting Mr. BUCKNILL to fill the judicial vacancy caused by the retirement of Mr. Justice HAWKINS, the Lord Chancellor has given an object-lesson in the remarkable variety of qualities which may lead to the English bench. Predecessor and successor are as wide as the poles asunder, and present a most complete and striking contrast. The one had a domineering will, which forced all persons and arrangements to bend to his requirements, even at times by the sacrifice of common courtesy. The other is distinguished for such gentle and even soft manners that he apparently could not be rude if he tried. The one was a brilliant and popular advocate who "caught on," and produced effect whenever he opened his mouth for speech or cross-examination. The other has pursued the even tenor of his successful way to the head of his circuit and of the Admiralty bar by great efficiency, rarely engaged in a *cause célèbre*, and certainly never having made one out of nothing. The one was a past master in all the intricacies of the criminal law and of the criminal character. The other essentially a civilian lawyer, the editor of Abbott on Shipping, well versed in such unexciting lore. And outside their profession, the one a steward of the Jockey Club and habitual frequenter of race meetings ; the other an alderman of Surrey and a Member of Parliament. As all roads lead to Rome, so all characters and careers within the bar may lead to the judicial ermine. The Western Circuit and Admiralty bar have been exceptionally fortunate in securing two successive judgements in Mr. Justice PHILLIMORE and Mr. Justice BUCKNILL ; the more so, as neither of these, capable though they both are, are likely to take ultimate rank with predecessors like Sir ALEXANDER COCKBURN, Lord BOWEN, or Sir ARTHUR CHARLES. Both are rather in the bud of promise than in the fruit time of achieved performance. As you remark, however, the new judge is likely to prove an all-round efficient member of the bench, and also to add much to its standard of courtesy and manners."

IT IS difficult to know how far the resignation of M. DE BEAUREPAIRE, the President of the Civil Chamber of the Court of Cassation, is to be taken as a serious incident. In itself it is one of the most startling events which the DREYFUS affair has produced. The one hope for French justice a few weeks back was that the Court of Cassation would decide that it was competent to entertain the question of revision. It so decided, and ever since the state of feeling upon the question of the condemnation of DREYFUS has become much more healthy. Now, while the inquiry is still proceeding before the Criminal Chamber, the President of the Civil Chamber resigns not merely his presidency, but his membership of the court, in order that he may be able to expose what he deems to be the misconduct of the judges who have the inquiry in hand. The exact nature of the charges it is not easy to understand. So far as they have assumed tangible shape most of them strike an outsider as merely ludicrous. Colonel PIQUART has been treated, it seems, with too much civility. He has been offered refreshments within the precincts of the court, while the generals have gone thirsty away. When the court had to keep him waiting for a considerable time before taking his evidence, a message, couched in terms too polite, was sent to him. M. DE BEAUREPAIRE also alleges that M. LOEW, the President of the Criminal Chamber, acted improperly in choosing M. BARD to report to the court on the DREYFUS affair. As to the manner in which such a selection should be made, we know nothing ; but the selection of the reporter was immediately justified by the style of the report. We have here no standard by which we can judge an incident such as that which M. DE BEAUREPAIRE has made. We cannot imagine a member of one branch of the Court of Appeal resigning his position in order that he might vilify in the newspapers the conduct by brother-judges of a case of the last importance. Unfortunately, it seems that the charges made by M. DE BEAUREPAIRE, whether

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justified or not, may damage the reputations of some of the judges whom he attacks. It is to be hoped that the harm he has done will extend no further.

A DECISION of some interest in the law relating to betting-houses was given by Sir JAMES VAUGHAN at the Bow-street police-court on Tuesday last. It appears that during last summer a house at Hoxton was visited by the police on the suspicion of its being a betting-house. The suspicion was justified and the proprietor of the house was in due course convicted under the Betting Act, 1853 (16 & 17 Vict. c. 119), of the offence of keeping the house for the purpose of unlawful betting. The police found in the house a number of slips of paper, account-books, and documents relating to betting transactions, and also a sum of £32 4s. in cash. These they seized and retained. The proprietor claimed that they should be restored to him by the Commissioner of Police, and it was upon this claim that the magistrate gave his decision. He decided that the cash ought to be paid to the receiver for the Metropolitan Police District to be applied as part of the funds applicable for defraying the expenses of the Metropolitan Police Force. The books and documents he ordered to be restored to the proprietor. The retention of the money seems to have been justified under section 48 of the Metropolitan Police Act, 1839 (2 & 3 Vict. c. 47), an enactment relating to raids on gaming-houses which is still unrepealed, notwithstanding the subsequent legislation dealing with the subject; for a house which is a betting-house within the Betting Act, 1853, is brought by section 2 of that Act and section 2 of the Gaming Act, 1845 (8 & 9 Vict. c. 109), within the purview of the enactments relating to gaming-houses. The case of the books and documents was different: it was clear that the police had power to seize them in the first instance, and to use them in evidence against the accused. They would undoubtedly fall within the power to seize "lists, cards, or other documents relating to racing or betting found in such house or premises" given by sections 11 and 12 of the Act of 1853, under which the police were acting. But the claim to retain or destroy them was founded upon the powers given by section 8 of the Act of 1845, and applied to betting-houses (as distinguished from gaming-houses) by section 2 of the Act of 1853. These powers include a power to order the destruction of "cards, dice, or other instruments of gaming." It would have been a forced construction of these words to hold that they applied to accounts and records of betting transactions, and the magistrate was no doubt right in directing their restoration to the owner. He relied in part on an unreported case of *Moore v. Wilcox*, decided by Lord COLERIDGE, C.J., and BOWEN, L.J., in 1889, and referred to in Coldridge and Hawksford on the Law of Gambling, p. 268, in which it was held that books and documents seized in a betting-house were not instruments of gaming, and that a magistrate had no power to order their destruction.

IN THE current number of the *Law Quarterly Review*, Mr. WALTER STRACHAN propounds a scheme by which he still hopes to avert the evils of officialism in connection with registration of title. The expense of the system of private conveyancing is, he points out, chiefly due to the necessity for a fresh investigation of title upon each successive dealing with the land. This, of course, will not be diminished by the registration of possessory titles until a sufficient period has elapsed to cut off possible claimants. The registration of an absolute title is practically out of the question, on account of the expense of complying with official requirements. Mr. STRACHAN has an ingenious plan for transferring the investigation of title incident to registration from a Government department to a local association of solicitors. Briefly his proposal is that in specified districts solicitors carrying on business therein should be allowed to form land transfer societies, on the principle of joint-stock companies. The solicitors, apparently, would raise and hold the capital necessary for working the society. There would be a paid board of management, and the profits, after satisfying all calls on the income, would be divided among the solicitors introducing business. The society would investigate titles and a chief business would be to issue certificates of titles binding

on future purchasers. It would also have the control of the local land registry, for it is suggested that registration of title would be compulsory. Mr. STRACHAN suggests that the Incorporated Law Society should embody the scheme in a Bill, and he thinks that, with the concurrence of the conveyancing bar, the Bill would be made thoroughly practical, and would probably meet, as no measure has yet met, with the approval of the whole legal profession. Mr. STRACHAN does not notice that the Council of the Incorporated Law Society have already embodied in a Bill their own scheme for preventing the trouble and expense incident to investigation of title, the main idea of the scheme being that there shall always be an owner capable of disposing of the entire fee, and that the abstract of title shall consist only of a series of conveyances of the fee, a purchaser not being affected with notice of equitable interests unless they are protected by cautions. The adoption of such a further simplification in conveyancing would not, however, conflict with the establishment of land transfer societies such as those suggested by Mr. STRACHAN. But whatever may be the merits of his proposal, it will have small chance of consideration just at the present moment. The new system of official registration of title is just being put upon its trial, and it is unlikely that any further experiments in the way of land transfer will be made until the success or failure of the Land Registry Office has been definitely proved.

IMPERFECT GIFTS AND DECLARATIONS OF TRUST.

IN *Richards v. Delbridge* (22 W. R. 584, L. R. 18 Eq. 11), Sir GEORGE JESSEL, M.R., thus clearly and tersely explains what the law requires in order to make an effectual gift to or for the benefit of a volunteer: "A man," said his lordship, "may transfer his property, without valuable consideration, in one of two ways: he may either do such acts as amount in law to a conveyance or assignment of the property, and thus completely divest himself of the legal ownership, in which case the person who by those acts acquires the property takes it beneficially, or on trust, as the case may be; or the legal owner of the property may, by one or other of the modes recognized as amounting to a valid declaration of trust, constitute himself a trustee, and, without an actual transfer of the legal title, may so deal with the property as to deprive himself of its beneficial ownership, and declare that he will hold it from that time forward on trust for the other person"; for, as Lord LANGDALE, M.R., observed in *Collinson v. Patrick* (2 Keen 123), "a declaration of trust is considered in a court of equity as equivalent to a transfer of the legal interest in a court of law" (2 Keen, at p. 134). It is, of course, an inflexible rule of equity that "if you want the assistance of the court to constitute you *cestui que trust*, and the instrument is voluntary, you shall not have that assistance for the purpose of constituting you *cestui que trust*": *Ellison v. Ellison* (6 Ves. 656). And with regard to gifts, "there is no case in which a party has been compelled to perfect a gift which, in the mode of making it, he has left imperfect": *Antrobus v. Smith* (12 Ves. 39, at p. 46, per Sir WILLIAM GRANT, M.R.). Accordingly in the well-known case of *Milroy v. Lord* (4 De G. F. & J. 264, 274, 11 W. R. Ch. Dig. 120), TURNER, L.J., after referring to the two modes of making a voluntary settlement valid and effectual, lays down the law thus: "If the settlement is intended to be effected by one of the modes to which I have referred, the court will not give effect to it by applying another of those modes. If it is intended to take effect by transfer, the court will not hold the intended transfer to operate as a declaration of trust, for then every imperfect instrument would be made effectual by being converted into a perfect trust," and that would be carrying the doctrine on this subject too far (see L. R. 18 Eq., at p. 15). There are two cases referred to in *Richards v. Delbridge* which are inconsistent with the rule in *Milroy v. Lord*, but *Milroy v. Lord* was not cited in either, and that case may be taken as having settled the law.

With the law on this strict footing hard cases are, as might be expected, not of infrequent occurrence, and many are the vain attempts recorded in the books to uphold under one legal doctrine or another imperfect voluntary dispositions. Thus a

disappointed donee is often found seeking to prove the relation of trustee and *cestui que trust* established between his donor and himself, as in *Richards v. Delbridge* and the cases dealt with there, or in such cases as *Re Breton, Breton v. Woolven* (29 W. R. 777, 17 Ch. D. 416), where a husband by letters only purported to give furniture to his wife, and in many others where the intention of bounty has been clear but the act or instrument of bounty inoperative as a transfer of property. The suitor, who cannot stand under any form of voluntary disposition, commonly endeavours to set up a case of contract, or invokes some large principle of equity which might perhaps have helped him in earlier days before authority had confined it within bounds well marked and all too narrow for his case. *Maddison v. Alderson* (31 W. R. 820, 8 A. C. 467, reversing 29 W. R. 105, 5 Ex. D. 293) is a recent and instructive example of this class. There M. was induced to serve A. as his housekeeper without wages by his promise to bequeath her a life estate in a farm. A. made such bequest by a will which was not properly attested, so that as a will it was void. M. put her case in two ways, contending first that A. had made representations which influenced her conduct, and which his heir was bound to make good, and next that what took place between them amounted to a contract that in consideration of her serving A. for his life he would bequeath her a life estate in the farm (see 5 Ex. Div., at p. 295). The House of Lords held that the doctrine of estoppel by representation was not applicable, that there was no contract, and that even if there had been, the Statute of Frauds was fatal to M. The judgment of STEPHEN, J., in the Exchequer Division is valuable for a careful examination of the doctrine of representation, which is not affected by the reversal of his decision.

Coleman v. North (47 W. R. 57) is the latest, and not the least remarkable, case of the class. The action was by shareholders of the Londonderry Gold Mine (Limited) against the executors of the late Colonel NORTH, who had been one of the promoters of and vendors to the company in 1894. The purchase-money was £650,000, of which £417,000 was to be cash. The cash was paid to the original vendors and certain of the shares to which they were entitled duly allotted to them. Early in April, 1895, it was cabled from Australia that the ore had failed, and it became evident that the company's property was of much less value than had been supposed. The plaintiff stated that, upon the contents of the cablegram being made public, the shares of the company, which had before been at a premium, fell largely, and would have fallen still more but for the action of Colonel NORTH, who, about the 5th of April, published in the newspapers a letter as follows: "I have firm belief in the value of the property, and, in order to support my view, I have notified the board of the company that I will deposit in the hands of trustees to be nominated by them the cash and vendors' shares representing the whole of my part (equal to one-half) of the net profit which the vendors have made on the turnover of the mine and properties to the company, after deducting all outlay, the amount deposited to be invested and held by the trustees" upon certain trusts for the benefit of the shareholders. It appeared that the proposed trusts were varied in subsequent publications, but the substance of the proposed arrangement throughout was to compensate the shareholders (not being holders of vendors' shares) out of the trust fund, if the company did not earn substantial profits during a certain probationary period.

After considerable delay, which appeared to be due to disputes with another party interested in the promotion of the company, a draft deed of trust was prepared, but Colonel NORTH died without executing any deed, and at his death the profits in question had not been transferred to the trustees. Coleman and his co-plaintiffs alleged that on the faith of the letters of Colonel NORTH they had refrained from taking proceedings against him and his co-vendors, and continued to hold their shares and to acquire others. The plaintiffs, like the original defendant in *Maddison v. Alderson*, relied both on representations having been made by Colonel NORTH which influenced their conduct, and which his executors were bound to make good, and on the above-mentioned circumstances amounting to a bargain between Colonel NORTH and the shareholders in the company or some of them, that they should refrain from taking proceedings against him in consideration of his settling

his vendors' profits as proposed by him. They also made a case of estoppel founded on the benefit which Colonel NORTH was alleged to have himself derived from his offer, and a case of trust executed, alleging that Colonel NORTH at a meeting of the company held in August, 1895, stated that he had already surrendered every penny of his profits and introduced to the meeting gentlemen who he said had become trustees for the shareholders. The defendants maintained Colonel NORTH's *bona fides* as a vendor and a promoter of the company and in the matter of the trust to compensate the shareholders, and on that footing contended that the alleged promises by Colonel NORTH were given voluntarily and without consideration, and that the claim disclosed no cause of action, and, that, as Colonel NORTH's executors, they had to protect the interests of creditors as well as the interests of those beneficially interested in his estate. ROMER, J., like TURNER, L.J., in *Milroy v. Lord*, expressed his desire to give effect to the settlement that was contemplated, but found himself unable to do so consistently with the law of the court. The circumstances, in his opinion, only shewed a promised gift, not completed at the death of the promisor, and which could not be enforced against his executors. The case differed from others of the class in the great publicity given to the promise, the number of persons interested in its performance, and the great reliance placed by them upon its being performed—in matters, that was, of degree, but not in anything that could affect the principles applicable in a court of equity. There was no contract, for, as Lord BLACKBURN had said in *Maddison v. Alderson*, "to make a contract there must be a bargain between both parties" (8 App. C. at p. 487), and here the court could find "no bargain and no parties to any bargain." What Colonel NORTH had publicly promised was to make a gift under which the company and the shareholders would have benefited. That promise was made in good faith, and, "had Colonel NORTH lived long enough, he would in some shape or form have substantially carried out his promise." But a person who heard of the contemplated gift could not, because he bought or held shares of the company in reliance on the promise being carried out, say that thereby he had established a contract between himself and Colonel NORTH that the promised gift should be completed. It may be remarked that the position created by the performance of the condition in an offer by advertisement—as to which see *Carlill v. Carbolic Smoke Ball Co.* (41 W. R. 210; 1893, 1 Q. B. 256), and which was cited in argument—is clearly not analogous.

Next, it was immaterial that the promise may have caused a rise in the market price of the company's shares which benefited Colonel NORTH, for "a person who in good faith announces certain contemplated gifts by him may thereby derive many advantages, but this will not, apart from some special case made of contract or estoppel, make him liable if he does not complete his gift." There was, then, nothing in the nature of an estoppel, either at law or in equity, which would prevent Colonel NORTH's executors from defending the action as they did: see as to equitable estoppel, *Citizens' Bank of Louisiana v. First National Bank of New Orleans* (22 W. R. 194, L. R. 6 H. L. 352, at p. 360).

Finally, there was nothing to lend any support to the view that Colonel NORTH made himself a trustee beyond his remarks at the meeting of the 16th of August, 1895, and his other observations there shewed what he meant—namely, that the shareholders might regard the matter in the same way as if he had actually handed over the profits. But no terms of trust were ever finally settled by Colonel NORTH up to his death, and the action consequently failed.

Mr. J. P. Murphy, Q.C., who was the Treasurer of the Middle Temple in 1897, has, says the *Times*, transferred to the trustees of that society the necessary funds to provide an annual prize of £10, upon the terms that "so long as this society, either alone or jointly with the other Inns of Court, controls the education of its students, the income of the said funds should be applied as a money prize to the student who, being an Irishman—i.e., born of Irish parents resident in Ireland—shall pass the best examination in common law at the examination held in or after Trinity Term in each year, it being expressly conditioned that, in the event of such control as above mentioned ceasing to be exercised by this society, the said funds shall revert to the estate of the donor."

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COLLATERAL ADVANTAGES IN MORTGAGE DEEDS.

"A MAN shall not have interest for his money, and a collateral advantage besides for the loan of it, or clog the redemption with any by-agreement" (*Jennings v. Ward*, 2 Vern. 520). It is clear from the judgment of the Court of Appeal in the recent case of *Biggs v. Hoddinott* (47 W. R. 84) that the first part of this classical utterance can no longer be regarded as good law, and though the second part was affirmed a few years ago by the House of Lords in *Salt v. Marquis of Northampton* (40 W. R. 529; 1892, A. C. 1), yet the recent discussions as to the equity which governs the relations between mortgagor and mortgagee can hardly be said to leave the matter in a very satisfactory state.

The point just referred to as having been adjudicated by the House of Lords is, of course, to be taken "as firmly settled. Subject to any change which may be hereafter made by the Legislature no doubt can be thrown on the rule "Once a mortgage, always a mortgage." The right of redemption was originally the creation of equity, and equity would not suffer this right to be excluded by any agreement made between the parties at the time of the mortgage. In *Salt v. Marquis of Northampton* Lord BRAMWELL somewhat severely criticized this policy. The right of redemption can be sold to anyone—even to the creditor—after the loan. Why may it not be dealt with by the creditor and debtor at the time of the loan? Lord BRAMWELL had to be satisfied with the short answer that the law forbade it, and there, under protest, he left the matter. "It seems that a borrower was such a favourite with courts of equity that they would let him break his contract, and perhaps, by disabling him from binding himself, disable him from contracting on the most advantageous terms to himself." Of course, if we are to adhere at all hazards to freedom of contract, the criticism is sufficiently just, and the rule of law is without excuse. In former times, however, the interference of equity in favour of the borrower seems to have been a matter of necessity, and at the present time we are far from the position that lender and borrower are to be allowed to make their own contract at will. Before long we shall probably have made a considerable step in the way of reviving the usury laws, and hard bargains in the way of interest or otherwise will be submitted to the courts for revision. But however this may be, there undoubtedly exists at the present time the rule that a mortgagor cannot by an agreement made at the time of the mortgage exclude his right to redeem. "Equity," said Bowen, L.J., when *Salt v. Marquis of Northampton* was before the Court of Appeal, "will permit of no attempt to clog, fetter, or impede the borrower's right to redeem and to rescue what was, and still remains in equity his own."

But if it is thus decisively settled that the borrower cannot at the time of the mortgage abandon his right to redeem the mortgaged property, it is not true that he is debarred from granting to the lender some collateral advantage over and above the security for principal, interest, and costs. We may first take the case where the advantage is purely collateral, and, while it gives to the mortgagee an additional reason for making the advance, does not in any way touch upon the right to redeem. This is illustrated by the circumstances in *Biggs v. Hoddinott* (*supra*). By deed dated in March, 1896, the defendants, who were the owners of a hotel, mortgaged the hotel to the plaintiff, who was a brewer. There was a proviso that the mortgage-money should not be called in for five years. The deed contained a covenant by the mortgagors that they would, during the continuance of the security, take from the plaintiff all the malt liquors required for the premises, while the plaintiff covenanted that the liquors supplied by him should be of suitable quality. The mortgagors claimed to redeem before the expiration of the five years, but this claim was disallowed. They also claimed to be entitled to disregard the covenant to take malt liquors from the mortgagor, and the latter sought an injunction to restrain a breach of the covenant.

The injunction was granted by ROMER, J., and his decision was affirmed by the Court of Appeal. Clearly it is opposed to the first part of the *dictum* quoted above from *Jennings v. Ward*. If a man is not to have interest for his money, and a collateral advantage besides for the loan of it, of course a brewer, who is a mortgagee, cannot stipulate that a public-house which he takes as security shall be "tied" to him. But the Court of Appeal

declined to admit that there was any such rule. The rule peculiar to mortgages is that the mortgagor shall not give up his right to redeem, but the stipulation in question did not at all touch the right to redeem. There is also a general rule, common to mortgages and to other contracts, that an oppressive or unconscionable bargain will not be enforced, and in the Irish case of *Re Edwards' Estate* (11 Ir. Ch. Rep. 367), HARGREAVE, J., appears to have thought that this prevented the mortgagee from taking any collateral advantage for himself. The presumption, he argued, is that a mortgagor is always under pressure when he borrows money on the terms of a mortgage, and hence any terms which go beyond the ordinary security for payment of principal, interest, and costs are unconscionable, and therefore void. But this position will not bear examination. It is solely a question of fact whether there was pressure upon the mortgagor, and whether the mortgagee took such an advantage of him that equity ought to intervene. As a rule, persons who borrow money are in a position to contract on equal terms with the lender. They want the money in order to enable them to purchase property or to carry on business. If they cannot obtain the money on suitable terms, the property will not be purchased or the business will be restricted or not carried on. The ordinary contract of mortgage raises no such presumption of unfair dealing as to fasten upon all mortgages the stigma that any collateral advantage for which the mortgagee stipulates is void.

Hence, notwithstanding what was said in *Jennings v. Ward*, a mortgagee may stipulate for a collateral benefit for himself, provided that in so doing he takes no improper advantage of the mortgagor's position, and provided that the benefit to himself does not impose a clog upon the equity of redemption. But this last proviso leads to a class of cases of doubtful character. Does the mortgagee impose a clog upon the equity of redemption if he stipulates for a pecuniary payment over and above his principal, interest, and costs, and then seeks to charge such payment upon the mortgaged property? Or, to put the matter in the concrete, can the mortgagee stipulate for payments of commission or for payments for his personal services in the management of the property or otherwise, and add such payments to the mortgage debt? Formerly the usury laws were regarded as standing in the way of any such arrangement. The mortgagee was restricted as to the amount of interest which he might exact, and he was not allowed to evade the law by taking further interest in another shape. Upon this ground, in *Chambers v. Goldwin* (9 Ves. p. 271) Lord ELDON, C., based the rule that the mortgagee was not allowed to stipulate for a commission to be paid to himself as receiver of the rents and profits. But though the rule was thus referred to the usury laws, the repeal of those laws has not been regarded as definitely abolishing it. In *Broad v. Selfe* (11 W. R. 1036) ROMILLY, M.R., said that the authorities shewed the principle that the court would not permit a person, under the colour of a mortgage, to obtain a collateral advantage not belonging or appurtenant to the contract of mortgage; and although this principle, in its origin, probably had reference to the usury laws, yet in his opinion it went beyond them, and was not affected by their repeal. Hence in taking the accounts in a foreclosure action he disallowed a claim by the mortgagee, who was an auctioneer, for commission which he was to have under the mortgage agreement whether the property was sold by him or not.

On the other hand, it is clear from subsequent cases that the mortgagee may take a commission, at any rate if he is prudent enough to obtain payment at the time of the mortgage; and it is immaterial whether he does this by deducting the amount from the sum to be advanced and handing to the mortgagor only the balance, or whether he takes a separate cheque from the mortgagor. In *Potter v. Edwards* (26 L. J. Ch. 468) the mortgagee actually advanced £700 and took a security for £1,000. The security was of a questionable character, and it appeared that he had stipulated that he should take a bonus of £300 in this way. The transaction was supported by KINDERSLEY, V.C., and the mortgagor was only allowed to redeem on payment of the £1,000. This authority was followed by KAY, J., in *Mainland v. Upjohn* (37 W. R. 411, 41 Ch. D. 126), where commissions had been deducted on making advances for building purposes. It was held that the transactions were to be

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regarded in each case as being in fact a payment of the whole amount of the advance to the mortgagor, and a return of a certain part of it to the mortgagee as a consideration for the accommodation.

In the above two cases the commission was deducted at the time of the advance, and, as we have just seen, the transaction was supported. Oddly enough, KAY, J., held in *James v. Kerr* (37 W. R. 279, 40 Ch. D. 449) that the result was different when the mortgagee, instead of deducting the commission at the commencement, sought to charge it against the mortgaged property when the mortgage was paid off. He relied upon *Broad v. Selfe* (*supra*) as shewing that the case was not affected by the repeal of the usury laws, and he treated the imposition of the bonus as an attempt to clog the equity of redemption. The decision in *James v. Kerr* can be supported, however, upon the ground that the transaction was in other respects improper, and in principle it does not appear how it can make any difference whether the bonus is deducted in advance or is charged subsequently. In *Biggs v. Hoddinott* (*supra*) CHITTY, L.J., criticised the fiction that in *Potter v. Edwards* there was payment of £1,000 and a repayment of £300 as untrue and unreasonable. Thereal bargain, he said, was an advance of £700 and an undertaking to give security for £1,000. The mortgagor is, indeed, better off when he gets at the time the full advance for which he asks, and the mortgagee looks to get his bonus out of the property subsequently. Notwithstanding, therefore, *Broad v. Selfe* and *James v. Kerr* it is probably correct to say that, where the nature of the security warrants the charging of a commission, the mortgagee is at liberty to stipulate accordingly, and the stipulation will be good whether he requires payment of the commission at once or leaves it as a charge upon the property.

There remains the question whether a mortgagee can stipulate for payment in respect of services which he renders in connection with the mortgaged property. So far as the costs of a solicitor-mortgagee are concerned, the point is now settled by the Mortgagees' Legal Costs Act, 1895. Even without special stipulation he can, under that statute, make all usual professional charges. For other cases the point is doubtful. In *Field v. Hopkins* (44 Ch. D. 524) KAY, J., held that such a stipulation was a clog upon the equity of redemption and was inadmissible, but he relied upon *Broad v. Selfe* and *James v. Kerr*, and, as we have just seen, these decisions are doubtful. In the Court of Appeal the case was decided on another ground. It would seem that there is no real distinction between stipulating for a commission and stipulating for remuneration for services. Each is a collateral advantage, and a collateral advantage is, as *Biggs v. Hoddinott* shews, not to be at once rejected. Moreover, there is no real clog upon the equity of redemption. The mortgagor can redeem, though upon redeeming he must make such payments as he has agreed to pay. Probably the matter will be so settled when it comes before the Court of Appeal, but for the present it cannot be said with certainty that stipulations for giving the mortgagee profit-charges are valid.

REVIEWS.

BOOKS RECEIVED.

Prudeaux's Precedents on Conveyancing; with Dissertations on the Law and Practice. Seventeenth Edition. By JOHN WHITCOMBE, Barrister-at-Law. In Two Vols. Stevens & Sons (Limited). Price £3 10s.

The Law Quarterly Review. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. January, 1899. Stevens & Sons (Limited).

CORRESPONDENCE. INLAND REVENUE FORMS.

[*To the Editor of the Solicitors' Journal.*]

Sir.—I am informed by the Inland Revenue authorities that the Inland Revenue affidavit B. 2 has been revised to meet cases where the executor of a "small estate" under section 16 (1) of the Finance Act, 1894, desires to pay, in addition to the "fixed duty," the estate duty on real or personal property settled otherwise than by the will, if any, of the deceased, and that there is a new form, B. 3, which is designed to accompany the form B. 2 in such cases.

Hitherto in fixed duty cases, where the executor has desired to pay estate duty in respect of the property settled otherwise than by the deceased's will on delivery of the Inland Revenue affidavit, it has been necessary for him to annex to the affidavit a separate account on the form C. 1 in duplicate. In future, if the forms B. 2 and B. 3 are used, this will be unnecessary. The old print of the form B. 2 will still be available for use until the stock is exhausted.

E. W. WILLIAMSON, Secretary,
Law Society's Hall, Chancery-lane, W.C.,
Jan. 11.

CASES OF LAST SITTINGS.

Court of Appeal.

SAVARY & SAVARY AND WATERS. No. 2. 13th Dec.

DIVORCE—GUILTY WIFE—SETTLEMENT ON THE HUSBAND OUT OF WIFE'S PROPERTY—GENERAL RULE—ONE-THIRD TO BE SETTLED—REVERSIONARY PROPERTY OF WIFE—DIVORCE ACT, 1857 (20 & 21 VICT. C. 85), s. 45—ALLOWANCE TO CHILD, WHETHER TO CONTINUE AFTER MAJORITY—GENERAL RULE—EFFECT OF SPECIAL CIRCUMSTANCES.

GENERAL RULE.—*EFFECT OF SPECIAL CIRCUMSTANCES.*
This was an appeal by the wife (the respondent below) against an order made by the President of the Probate, Divorce, and Admiralty Division, who had pronounced, on the husband's petition, a decree for a divorce, and had directed a settlement of the wife's property. The grounds of appeal were, first, that the President, in directing how the one-third of the wife's income ordered to be settled on the husband should be calculated, had excluded certain charges on the wife's income; secondly, that he had improperly ordered the reversionary property of the wife to be settled; and, thirdly, that he had given the son of the marriage a fixed allowance, not ceasing when he attained twenty-one.

The COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.J.J.) varied the order on the first ground, but in other respects affirmed it.

LINDLEY, M.R., said: This case has raised several points of some importance in respect of principle. The facts of this particular case are unusual. The first ground of appeal was that the income of the lady, the appellant, has been taken at too large a figure, by reason of the non-deduction from the income which she receives from the trustees of her father's will of certain incumbrances which she had created thereon. The contention on her behalf is that the one-third of her income which she has been ordered to secure to her husband has not been calculated on the basis of her income after deducting the amount of those incumbrances, but upon a calculation which omits a very considerable part of those incumbrances. That is a matter of some importance. I apprehend that the very first thing to do in ascertaining what settlement is in such a case to be made by the wife is (if you are dealing with income) to see, not what the trustees receive in respect of the interest in the trust fund of the person who is to make the settlement, but what that person gets from the trustees. Now it appears that this lady had charged her interest under the will of her father with a very considerable sum. Those charges are her incumbrances, which she was enabled to make by having got the fetter of the restraint on anticipation removed. Those charges being in existence, the order appealed from does not order her to settle one-third of her remaining income; but in ascertaining, for the purposes of the order, what her income is, certain of the existing charges are to be allowed and others not, so that in effect she is settling more than one-third of her net income. That appears to me to be a very substantial error in principle. If there was any ground for supposing that the President of the Probate, Divorce, and Admiralty Division had adopted this as a method of giving the husband rather more than one-third of his wife's income, the case would be quite different, and we probably should not interfere; but I can see no evidence of that. Therefore in that respect the order must be varied. The second point is this. This lady is entitled under her father's will to a present life interest in certain property, and to a reversionary life interest, expectant on the decease without issue of one of her sisters, in certain other property. She has been ordered to settle the whole of that; not only her

present interest, but her future interest as well. The statutory enactment which governs the matter is section 45 of the Divorce Act, 1857 (20 & 21 Vict. c. 85), which provides that "in any case in which the court shall pronounce a sentence of divorce or judicial separation for adultery of the wife, if it shall be made to appear to the court that the wife is entitled to any property either in possession or reversion, it shall be lawful for the court, if it shall think proper, to order such settlement as it shall think reasonable to be made of such property, or any part thereof, for the benefit of the innocent party, and of the children of the marriage, or either or any of them." There it will have been observed that "property in possession or reversion" is specially mentioned. It is impossible, therefore, to say that the court has no jurisdiction to order a settlement of this reversionary life interest. But then it was contended that it is, to say the least of it, very unusual to include reversionary interests in such an order; and the decision of Sir Charles Butt in *Harrison v. Harrison* (35 W. R. 703, 12 P. D. 130) was referred to. But when you come to look at other cases it appears to me it would be wrong to disturb the order of the Presidents as regards this reversionary life interest. Lord Haunen in *Noel v. Noel* (33 W. R. 552, 10 P. D. 179) laid down a principle, which, to use his own words, is as follows: "When a woman by her own fault has broken up a family of which she was a part, the court must endeavour to put the husband and the children, as far as money goes, in the same position as they would have been if she had not broken it up." Now, here the husband and the child would have had the benefit of this reversionary property if it had fallen into possessio-

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during the coverture, and they ought not now to lose that benefit. I do not think it would be right to vary the order where it speaks of property to which the wife "is entitled" so as to read "is now entitled in possession." I think the order as it stands is correct. The President considered the matter and came to the conclusion that one-third of the lady's income would be the proper sum to allow to the husband, knowing perfectly well what the husband's income was estimated at. The wife's income was treated as something more than the true income coming to her, and the clause which provides that she is not to be at liberty to deduct certain charges ought to come out. That is, you ought to take the income to which alone she is entitled for the purpose of living. The President might have said that he should give the husband more than one-third of the wife's income, and if that had been his view—if that part of the order had been merely a piece of machinery to carry it out—I do not know that I should have quibbled with his decision. But that decision, when examined, seems to me to involve an error of principle which ought to be set right. A third point was argued. It was said that it is contrary to sound principle and sound policy, and we were urged to say that it is not right as a matter of legal principle to make a son (or any child), even of a lady who has misconducted herself, so independent of his parent as to make it unnecessary for him to keep on good terms with his mother. In this case the son is made independent by having an ample allowance secured to him, which continues after he is twenty-one, and of which his mother cannot deprive him. But in that respect this is rather a special case. I do not wish to allude to painful circumstances. But it is quite obvious that the nature of the connection which this lady has formed (with her own coachman) may induce the son to keep aloof from her, and that if he did so she might be inclined to allow him nothing. There is therefore, I think, no sufficient ground for disturbing the President's order in that respect. But the order must be varied so that the £3,000 allowed to be deducted shall be £4,600. As to costs, the appellant has succeeded on one material point, but her counsel have argued a good many other points of importance on which she has failed. But, on the whole, I do not see how she could have obtained the order we are now making without an appeal, and I do not see that the costs have been increased by the arguments which we do not consider well founded. I think, therefore, that she ought, as a consequence of her success, to have the costs of this appeal.

CHITTY and VAUGHAN WILLIAMS, L.J.J., delivered judgment to the same effect.—COUNSEL, Sir Edward Clarke, Q.C., T. T. Method, and W. T. Barnard; J. G. Joseph; Inderwick, Q.C., and Joseph C. Priestley. SOLICITORS, Peacock & Goddard; Worthington Evans, Bird, & Hill; Steavenson & Couldwell.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re BAIRD. BAIRD v. STAVELEY HILL. Kekewich, J.
22nd Nov., and 1st and 7th Dec.

TRUST ESTATE—BREACH OF TRUST—PRINCIPAL DEBTOR—SURETY—INDEMNITIES—RELEASE OF DEBT.

Action and summons heard together. By her will, dated the 24th of November, 1876, Mrs. Baird, after appointing as her trustees the plaintiff George Baird and Thomas Tower, since deceased, in whose place the defendant the Rt. Hon. Alexander Staveley Hill was appointed on the 5th of March, 1891, bequeathed to them the sum of £30,000 upon trust to invest the same in certain authorized securities, and to pay the income thereof as it should become due and not by way of anticipation to Mary F. Staveley Hill, then Mary F. Baird, for her separate use, and after her death as to both capital and income thereof on trust for such person or persons for such purpose and in such manner as the said Mary F. Staveley Hill should by will or codicil appoint, and in default of and subject to such appointment in trust for such persons (exclusively of a husband) as should be the next-of-kin of the said Mary F. Staveley Hill. In 1876 the said Mary F. Staveley Hill was married to the defendant. In the year 1895 there had been no child born of the marriage, and it was regarded as certain that there would be no issue of marriage. In that year the defendant required the sum of £10,000 for his own personal purposes, and Mrs. Staveley Hill requested the plaintiff to concur with the defendant as co-trustee with the plaintiff in raising that sum out of the said trust funds. The plaintiff consented on Mr. and Mrs. Staveley Hill agreeing to enter into a covenant to indemnify him against all claims in respect of the breach of trust. The whole of the said sum was accordingly paid to Mrs. Staveley Hill, and she paid to the defendant the sum of £2,500 as a gift, and as a mortgage advanced to the defendant the sum of £7,500 on the security of an equitable mortgage of certain estates dated the 26th of November, 1895. By a deed of indemnity dated the 19th of November, 1895, Mr. and Mrs. Staveley Hill, and each of them, covenanted to indemnify the plaintiff in respect of the breach of trust, and further to repay or secure the repayment of the said sum when required. By another deed of indemnity, dated the 16th of December, 1896, Mrs. Staveley Hill alone covenanted to indemnify the trustees in respect of a further sum of £2,600 raised out of the same trust fund and paid to her. The defendant did not repay the £10,000 prior to the death of his wife, which occurred on the 7th of August, 1897, and had not since repaid it to her estate, as the plaintiff had requested him to do. By her will, dated the 20th of January, 1897, Mrs. Staveley Hill, after reciting that the trustees had raised and paid to her the said sum of £10,000 and £2,600, and after reciting the said deeds of indemnity, appointed that her trustees should hold "the residue of the said sum of £30,000 and all other moneys, securities, and property held by the trustees of my said mother's will over which I have any power of appointment in the first place to satisfy indemnities given by me by the said indentures,"

and she further appointed "that the said sum of £30,000, or so much thereof as shall remain after providing such indemnities as aforesaid, and all other moneys over which I have power of appointment under my said mother's will, shall be held by my trustees" upon trust, after payment of certain debts and legacies, to invest the residue under Mrs. Baird's will, to pay the income to Mr. Staveley Hill for his life, and after his decease to residuary legatees as therein appointed, "and as to all the rest, residue, and remainder of my property of whatsoever nature or kind over which I have a disposing power I give, devise, and appoint the same unto my said husband absolutely." The action was brought to obtain the payment of the £10,000 to the trustees of Mrs. Baird's will, and in the alternative specific performance of the covenants of indemnity on behalf of the plaintiff. Simultaneously with the action, a summons was heard in the matter of the estate of Mrs. Staveley Hill, in which Mr. Staveley Hill was plaintiff and Mr. H. Staveley Hill and Mr. J. C. F. Tower, the two remaining executors and trustees of Mrs. Staveley Hill's will, and Mr. G. Baird, and Miss M.A. Baird as representing all other parties other than Mr. Staveley Hill beneficially interested in the said will, were defendants. The plaintiff, who sued upon the covenant by the defendant in the deed of the 19th of November, 1895, contended that under that deed the defendant was principal debtor; that it had evidently been intended that he should repay the sum to Mrs. Staveley Hill by normal operation of the deed; and that everything in the evidence was consistent with the assumption that she was surety only : *Paget v. Paget* (1898, 1 Ch. 47, 470), following *Huntingdon v. Huntingdon* (1702, 2 W. & T., 6th ed., 1147) and *Hudson v. Carmichael* (1854, Kay, 613, 620). The defendant, pleading an equitable defence, adduced evidence to shew that Mrs. Staveley Hill, as between herself and her husband on the one hand, and the plaintiff on the other, was the principal debtor, and the defendant a surety only. The authorities shewed that it was competent for the defendant to shew that he was a surety, assuming the deed to be a simple one without recitals; here there were recitals, but not such as to preclude the present defence. She had instigated the breach of trust and had exercised her liberty to lend the money. Moreover, she had in her will exercised her power of appointment over the fund, making it applicable for her debts. The defence was based on two grounds—(1) that if you once get an action by the creditor against a surety, it is competent to the surety to shew that the creditor could not sue the principal debtor, so that he was surety for nothing; (2) that if a surety is sued by the creditor, he is entitled to all the securities that the creditor has. It has been held by the Court of Appeal that all circumstances and facts in the relations of husband and wife could be examined to discover who was principal debtor and who was surety, and whether there was any right of indemnity : *Paget v. Paget* (1898, 1 Ch. 470). The defendant owed the money, not to the plaintiff, but only to Mrs. Hill's estate; it was impossible that he could owe £7,500 to that estate and also £10,000 to the plaintiff. For the residuary legatees, it was contended, that the plaintiff alone was entitled to the first indemnity given by Mr. and Mrs. Staveley Hill, Mrs. Hill's will not touching that part of the deed which operated as an indemnity given by Mr. Hill himself; that Mrs. Hill had intended only to protect her own estate if her husband's estate failed; that if, as between herself and her husband, her estate was called upon to indemnify the plaintiff, it was to be as her will directed, but not so if the defendant did not become liable. The real truth was that a breach of trust had been committed in respect of the £10,000 entirely for the defendant's purposes; that his indemnity was not worth much, as he was under imminent risk of bankruptcy proceedings, and the joint covenant of indemnity by Mr. and Mrs. Staveley Hill was only worth her separate estate consisting of the furniture. The defendant was the principal debtor, Mrs. Hill only surety. As to the £7,500 it had not in fact been paid by her "out of her own separate estate," but had been raised out of moneys in which she had a life interest by a breach of trust consisting of—(1) the neglect to give regard to the restraint on anticipation; (2) the paying over of the *corpus* of the fund to the extent to which it was paid: *Married Woman's Property Act, 1882* (45 & 46 Vict. c. 75, s. 5, and *Reid v. Reid* (31 Ch. D. 402)). The presumption that the wife is the surety was capable of being rebutted, and *Paget v. Paget* did not therefore apply to the present case.

Dec. 1.—KEKEWICH, J., said that the only contention was, as between Mr. and Mrs. Staveley Hill, which, under the deed of indemnity and covenant dated the 19th of November, 1895, was the person primarily liable to the plaintiff and which was surety. His lordship was of the opinion that the defendant was in the position of principal debtor, and that Mrs. Staveley Hill had been surety only.

The case was stood over for further hearing as to the effect of Mrs. Staveley Hill's will.

Dec. 7.—His lordship having intimated that the question remaining to be decided was whether, in the interests of all parties, the right of action in respect of the covenant ought to be exercised, and that there was a difference between the terms of the two deeds of indemnity, it was further contended for the defendant that there never was a point of time when anyone could make the plaintiff liable to be sued for breach of trust. Under the will of Mrs. Baird Mrs. Staveley Hill was entitled to the separate use of the estate, in the events which happened, with a power of appointment by will, which she did in fact exercise. The two deeds of indemnity were on the same footing, the terms of the covenants being *redolendo singulo singulis*. The direction contained in Mrs. Staveley Hill's will was one as to the residue *rebus extantibus*—i.e., the £30,000 less the £10,000 and the £2,600. There was nothing on the face of the will to justify the liability of the plaintiff; rather, the true effect of the will was to give the sum the subject of the debt to the defendant, that sum, in fact if not in law, having been originally paid to Mrs. Staveley Hill by the trustees. The final clause of the will exercises every power hitherto unexercised, and the

£10,000 passed under that appointment to Mr. Staveley Hill, to whom alone the plaintiff, if he could recover, could pay it back. The residuary legatees further relied on the distinction between the deeds of indemnity, and contended that the will simply satisfied the indemnity given by Mrs. Staveley Hill, the surety, and not those given by the defendant, and that nothing was left to pass to the defendant under the general appointment at the end of the will.

KEKEWICH, J., who remarked that this was a singular instance of the advantage of language for concealing thoughts, said that the question had really become one of the construction of Mrs. Staveley Hill's will. It was clear that the indemnities were not to be considered in ascertaining "the residue of the said sum of £30,000" of which the testatrix spoke. She recognized on the face of the will that the two sums of £10,000 and £2,600 had been taken from the £30,000 and had passed to her. By the indemnities for which she did provide, she possibly meant indemnification for the costs under the covenant or for the breach of trust in respect of certain Canada debenture investments. The awkward mention of the sum £30,000 later in the will had to be explained by what had gone before, and it would be quite an absurdity to suppose that she meant to refer to the whole £30,000 when she had said in effect that it was the sum of £17,400 which represented the residue of the £30,000. Some little violence was done to the grammatical meaning of words. Mrs. Staveley Hill was the principal debtor in respect of the £10,000, but she was liable, as far as a married woman could be, to be sued, and she had in fact something to give; so that if the plaintiff were to recover he would have to pay to the defendant, which his lordship preferred to take as an argument in aid of what he had said above. His lordship declared that in the events which had happened, and according to the true construction of the will, the £10,000 passed under the residuary bequest to Mr. Staveley Hill; one order in action and summons, and no other order, except a direction that the costs of all parties should be taxed as between solicitor and client, including any charges and expenses of the plaintiff, and that the trustees of Mrs. Baird's will should transfer and hand over to Mr. Staveley Hill's executors the funds in question, out of which to pay and retain the costs ordered to be taxed.—COUNSEL, Bramwell Davies, Q.C., and Eustace Smith, for the plaintiff; H. H. Cazens-Hardy, Q.C., T. R. Warrington, Q.C., and F. P. Onslow, for the defendant; W. C. Renshaw, Q.C., and Douglas Eyre, for the residuary legatees; and J. F. Waggett, for the executors of the will of Mrs. Staveley Hill. SOLICITORS, H. S. Holt; Guscoote, Wadham, & Bradbury.

[Reported by W. H. DRAPE, Barrister-at-Law.]

High Court—Queen's Bench Division.

STYLES (Surveyor of Taxes) v. THE TREASURER OF THE MIDDLE TEMPLE. Div. Court. 15th Dec.

REVENUE—INHABITED HOUSE DUTY—DINING HALL AND OFFICES OF A SOCIETY—LIBRARY—LIABILITY TO INHABITED HOUSE DUTY—48 GEO. 3, c. 55, SCHEDULE B., &c. 5—HOUSE TAX ACT, 1851 (14 & 15 VICT. c. 36, s. 1).

Case stated for the opinion of the High Court by the Commissioners for General Purposes of the Income Tax Acts for the Division of the Middle Temple. The treasurer of the Middle Temple appealed against an assessment for inhabited house duty of £43 2s. 6d. made on the hall and offices of the Middle Temple, and also against an assessment for inhabited house duty of £18 7s. 6d. made on the library of the Middle Temple for the year ending the 5th of April, 1898. The following were the facts: The Middle Temple hall and offices consist of a dining-hall and kitchen for the use of the members of the inn, with the usual offices, rooms for the use of the treasurer and benchers, and two rooms fitted up and used as lecture-rooms for law students. The premises are occupied and used during the day-time only, and are closed and locked at night; no one sleeps or resides on the premises, and they are not used or furnished as a dwelling-house or provided with any sleeping accommodation, nor do they communicate in any way with any apartments or premises which are used as a dwelling-house. The library is a separate building some distance from the hall and offices and is used during the day-time by the members of the inn. A librarian and book-porters attend during the day, but at night the premises are always closed and the doors kept locked, and no one remains in the premises or in any room communicating therewith. The treasurer of the Middle Temple (the appellant) contended that no part of any of the premises was an "inhabited dwelling-house," and that as no one resided or dwelt or slept on or in any portion of them, none of the premises in question were assessable to the house duty imposed by the House Tax Act, 1851 (14 & 15 Vict. c. 36), on inhabited dwelling-houses. He referred to the judgments of Kelly, C.B., in *Clifton College v. Tompion* (44 W. R. 410; 1896, 1 Q. B. 432), to shew that nothing is inhabited as a dwelling-house for the purposes of these Acts unless someone sleeps there; and he contended that the premises in question were used only for the purposes of "education and sustentation" under the Charter of James I., and were not in any sense "inhabited dwelling-houses." The surveyor of taxes contended that the premises were liable under rule 5, schedule B., of 48 Geo. 3, c. 55 (The House Tax Act, 1808), by which it is provided that "every hall or office whatever, belonging to any person or persons, or to any body or bodies politic or corporate, or to any company, that are or lawfully may be charged with the payment of any other taxes or parochial rates, shall be subject to the duties hereby made payable as inhabited houses"; and he referred to the decision of the judges in Scotland in *Free Church of Scotland v. Bain* (3 Tax. Cas. 530), the premises being, as was admitted, chargeable to poor rate. The

appellant replied that the premises referred to in *Free Church of Scotland v. Bain* were an integral portion of an undivided block of building, part of which was inhabited and dwelt in, and opened into and had direct internal communication with the inhabited part, consisting of a set of apartments under the same roof, which were furnished and used as a dwelling-house, and were provided with sleeping accommodation, and were continuously inhabited and dwelt and slept in. Further, that rule 5, Schedule B., of 48 Geo. 3, c. 55, did not apply so as to make any portion of the Middle Temple premises, the subject of this appeal, an "inhabited dwelling-house" or assessable. The commissioners were unanimously of opinion that the library was not assessable, and by a majority of two to one, that the hall and offices were not assessable, and relieved the appellant in both cases. The House Tax Act, 1851 (14 & 15 Vict. c. 36), an Act to repeal the duties payable on dwelling-houses according to the number of windows or lights, and to grant in lieu thereof other duties on inhabited houses according to their annual value, recites that, "Whereas, under and by virtue of the 48 Geo. 3, c. 55, certain duties are now payable . . . upon dwelling-houses, and are assessed and levied according to the number of windows or lights therein . . . and it is expedient that in lieu thereof the duties on inhabited dwelling-houses set forth in the schedule to this Act annexed should be assessed and levied according to the annual value of such dwelling-houses. Be it therefore enacted that"—section 1—"in lieu instead of the said duties so payable as aforesaid, and which are hereinbefore repealed, there shall be assessed, raised, levied, collected, and paid . . . upon inhabited dwelling-houses the several duties set forth in the schedule to this Act annexed, payable according to the annual value of such dwelling-houses, which said schedule shall be deemed and taken to be part of this Act." Then the schedule to this Act contains "the duties by the Act made payable upon inhabited dwelling-houses throughout Great Britain, according to the annual value thereof—that is to say 'for every inhabited dwelling-house,'" &c. Although parts of the Act 48 Geo. 3, c. 55, have been repealed, rule 5 in the schedule remains in force.

THE COURT (WILLS and BRUCE, JJ.) held that the hall and offices were liable to the duty under rule 5, and thus allowed the appeal of the Crown as to that part, but that the library did not come within the rule and was not assessable.

WILLS, J.—In my opinion the Commissioners of Inland Revenue are right about the hall, and wrong about the library. With regard to the hall the argument of the appellant, the treasurer of the Middle Temple, divides itself into two branches. The first was designed to shew that there is a distinction between the language used in the Act 48 Geo. 3, c. 55, and the language used in the Act 14 & 15 Vict. c. 36, by which the the repealed tax upon inhabited houses was revived. I think there is no distinction whatever that can be drawn between the two. The distinction that is attempted to be drawn is this, that in the enacting portion of the later Act, or the imposing portion of that Act in regard of this tax, the words "inhabited dwelling-house" are expressly used as defining the subject-matter of taxation. In the Act of 48 Geo. 3 different language is used which appears to me to have identically the same meaning. I think it would be lamentable to give any effect to so fine a distinction as that which has been attempted to be drawn. What is the language? It is that the tax should be granted "upon inhabited houses as set forth in the schedule," and when we turn to the schedule, which is as much incorporated as if it were set out in full in section 1, we find that the only duties which are imposed are upon "inhabited dwelling-houses." Therefore I cannot appreciate the distinction between the two. It is a mere verbal distinction of the most clumsy kind, and I think that the Act 14 & 15 Vict. c. 36 has really in respect of this matter exactly the same operation as the old Act of 48 Geo. 3. Now the sections are incorporated with reference to everything that is necessary for assessing, &c., the duties hereby granted, and it was part of the argument that as the duties hereby granted were by the Act 14 & 15 Vict. limited specifically to "inhabited dwelling-houses," therefore these clauses in the schedule of 48 Geo. 3 could only be repeated so far as they are necessary for raising the duties upon inhabited dwelling-houses. In my opinion the duties were by the Act of Geo. 3 imposed just as specifically upon inhabited dwelling-houses as they are by this Act of 1851. Nobody can doubt that in the Act of 48 Geo. 3 Schedule B. must be taken in some way to operate upon the duties which were thereby granted, which were duties upon "inhabited dwelling-houses" only. When we come to rule 5 it is true that it says "every hall or office, &c., shall be subject to the duties hereby made payable as inhabited houses," that is to say, as if they were inhabited houses, and it is true that the construction contended for by the Crown does require them to insert in the expression "inhabited house" the word "dwelling," and to say that "inhabited house" means "inhabited dwelling-house." If it does not then in my opinion there is not "dwelling" here, and this could not in ordinary language be considered as a dwelling house. But rule 5 must have been intended to have something more than the extraordinarily limited operation which it would have if the contention for the appellant were correct. I cannot believe it was intended to have that limited effect, and I think it is obvious how the expression "inhabited house" came in. It is the expression used in section 1 of the Act, and the draughtsman of the rule repeated that without repeating the other expression, "as herein set forth." I can hardly doubt that the intention when this expression was used (that something which is not in any sense either an "inhabited house" or an "inhabited dwelling-house" shall be treated as if it were and shall be charged with duties made payable by the Act) was to impose some charge which is to be found in the Act, and if you strike out the word "dwelling" from it then there is no charge imposed upon it by the Act, and the sentence would be nugatory. For these reasons I think that the expression "inhabited house" where it occurs in rule 5 really means

"inhabited dwelling-house," which means that which is made the subject of taxation by the Act. Though I agree that every tax, if it is to be supported, must be found within the clear language of an Act of Parliament, I am disposed to repudiate the notion of there being an artificial distinction between the rules to be applied to a taxing Act and the rules to be applied to any other Act. It is abundantly clear that under rule 5 "inhabited houses" really means "inhabited dwelling-houses," and for these reasons I think that the Crown are right with regard to the hall. With regard to the library it stands on a very different footing. A library is a perfectly well-known thing, and is essentially different from a hall. A hall is generally a place which is used for some business purposes connected with the general objects of the society which possesses it, whereas a library is a place devoted to books, reading, and study, and no person could ever describe a building which contained a library without the specific use of the expression. I cannot think that it is less a library because it happens to be structurally such a building, as, if it stood without the books in it, would be naturally described as a "hall." For this reason I think that the taxation of the library as a "hall or office" is erroneous, and that portion of the appeal by the Crown ought to fail. The other portion relating to the hall ought to succeed, and as each side has succeeded as to part there ought to be no costs.

BRUCE, J.—I agree. The library is not an "inhabited house." It is not an "inhabited dwelling-house," and it is not taxable as such unless it is made liable by the words of rule 5 of the schedule of 48 Geo. 3, or, in other words, unless it can be said to be a "hall." I think we ought not to extend the meaning of the word "hall" so as to include a building if it is not strictly within the meaning of the words. Though I feel there is no great distinction between "hall" and "library," yet there is a distinction. If "library" does not come within the word "hall" in its natural meaning, we ought not to extend the meaning of the word "hall" to it.—COUNSEL, Balfour Browne, Q.C., and W. Graham; The Attorney-General and Danckwerts. SOLICITORS, Park, Nelson, & Co.; The Solicitor of Inland Revenue.

[Reported by Sir SIR EUSTON BAKER, Bart., Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

The usual weekly meeting of this society was held on Monday, January 9, at the Inner Temple Lecture Hall, Mr. J. R. Yates in the chair. Mr. S. Davey moved, "That the case of *Martin v. Stevenson* (*Times*, November 10) was wrongly decided." Mr. C. H. Kirby opposed, and the debate was continued by Messrs. W. J. Boycott, J. F. W. Galbraith, and A. M. Begg. Mr. Davey replied, and the motion was lost.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. Richard W. Tweedie in the chair, the other directors present being Messrs. H. Morten Cotton, R. Cunliffe, Grantham R. Dodd, William Geare, C. O. B. Gepp (Chelmsford), J. Roger, B. Gregory, Samuel Harris (Leicester), John Hunter, F. Rowley Parker, Richard Pennington, Sidney Smith, F. W. Stone (Tunbridge Wells), E. W. Williamson, and J. T. Scott (secretary). A sum of £455 was distributed in grants of relief. Three new members were admitted to the association, and other general business transacted.

SOLICITORS' MANAGING CLERKS' ASSOCIATION.

The third lecture of the series for the present session of this association was delivered on Tuesday last by Dr. W. Blake Odgers, Q.C., to a large gathering of the members in the Middle Temple Hall, the subject being "The Law relating to Newspaper Reports." The chair was occupied by Mr. Justice Bigham. The lecture was given in a clear and chatty style, dealing thoroughly with the legal view of defamatory statements in the newspapers, tracing the changes that have been made in newspaper libel law, and dwelling upon the difficulties under which newspaper editors labour in trying to determine what is meant by the phrase "matter of public concern." The various steps by which Parliamentary proceedings were permitted to be reported were briefly reviewed, and instances given in which the libel law bore very harshly upon newspaper proprietors. At the conclusion a hearty vote of thanks, proposed by Mr. T. C. Tunstall, the secretary of the lectures, and seconded by Mr. G. J. Offer, was accorded to Dr. Odgers for his admirable lecture, and also to the treasurer and benchers of the inn for their kindness in granting the use of the hall. The president (Mr. Kelcher) and Mr. W. G. Andrews moved and seconded a cordial vote of thanks to Mr. Justice Bigham for presiding, which was carried with enthusiasm. In responding, his lordship alluded to the lectures as easily first on the subject he had dealt with. Referring to the hope expressed by Dr. Odgers that the time would come when the whole of the law of England would be codified, he said he doubted whether the abolition of our common law, which codification, in his opinion, would mean, would be in any way desirable. Our common law had been gradually formed to suit the requirements of society, and he could not imagine that it had come into existence in any other way. He was glad it still existed, and possessed an elasticity which enabled the judges to adapt it to the changing circumstances of the people.

Mr. Justice Bigham, who has been suffering from an attack of swelling in the legs, has quite recovered.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

HILARY HONOUR EXAMINATION, 1899.

The Council of Legal Education have awarded to William Johnston Purvis, Gray's-inn, a studentship of 100 guineas a year, tenable for three years; William Morris Carter, Lincoln's-inn, and Gerard Moresby Thoroton Hildyard, Inner Temple (eq.), the special prize of £50 for the best examination in Constitutional Law, English and Colonial and Legal History; Gerard Moresby Thoroton Hildyard, Inner Temple; Jonathan Fulton Carr, Middle Temple; and William Morris Carter, Lincoln's-inn, certificates of honour; Arthur Edward Blake, Lincoln's-inn, and Wilfred Barnard Faraday, Gray's-inn, pass certificates.

The awards upon the pass examinations held at the Middle Temple on the 19th, 20th, 21st, and 22nd of December are as follows:

PASS CERTIFICATES.

LINCOLN'S-INN.—Ernest C. Clay, Robert S. Clease, Herbert H. Gaine, Ernest Greenwood, Albert W. Gruner, Muhammad R. Hassan, William Kirk, Allan J. Lawrie, Robert J. G. Mayor, Syed A. Nawab, Harry K. Newton, Abdul G. Pirzada, Henry Pohl, Pravatkusum Ray-Choudhuri, Harold C. Scott, Harry P. Sewell, and Gilbert L. Venable.

INNER TEMPLE.—William H. Allen, Leopold C. M. S. Amery, Alfred W. F. Bagge, Kington Baker, William D. Bushell, Rayner Goddard, Herbert F. Guinness, Edgar A. Kirby, John R. McClean, Lionel E. Mitcham, Robert G. M. Mitchell, Augustus F. Mochler-Ferryman, George H. Morgan, John J. O. Murphy, Harold T. Perkins, Sydney Phillips, John K. M. Ross, Francis R. Sanderson, Charles H. Ward, and Charles H. Wise.

MIDDLE TEMPLE.—Jogini M. Chattopadhyay, Milkhi R. Choudhury, Thomas B. Curran, Sydney Davey, Vinayak R. Dixit, Tom Ekin, Richard C. D. Ewing, Harry A. Griffith, James K. Hay, Lewis W. Jones, Sir John Keape, Ernest Lesser, Seymour Lloyd, Walter Payne, Stanley W. Pears, James D. Pennington, Harold S. Simmons, William J. P. Smith, Harold S. Stowe, Hugh A. Wilford, John J. Wilks, and Frederick J. Willis.

GRAY'S-INN.—Charles O. Blagden, Forrest Fulton, Anandasi B. Majmudar, Charles Porter, Romes C. Sen, Harichand N. Shah, Cullyani M. Thacker, and Hirjiboy H. Wadia.

The number examined was 108, and of these 67 passed. Four candidates were postponed until the Trinity Examination, 1899.

The following passed in Constitutional Law and Legal History:—

LINCOLN'S-INN.—Garrard Elgood, George E. Raine, Heinrich F. von Haast, James T. Wardlaw, Ernest H. C. Wethered, Robert B. Wilkinson.

INNER TEMPLE.—Reginald C. C. Carr, George L. Courthope, Frederick J. de Saian, Percy A. Koppel, Alexander F. Part, Joseph Ricardo, Paul E. Sandlands, Henry E. Verey.

MIDDLE TEMPLE.—Edwin Clements, Arthur S. Cohen, Robert N. Green-Armytage, Arthur H. Henderson, Syed Hosain, George H. Hume, Cecil W. Lilley, John Sanderson, Suraj B. Sawhuy, Richard A. Singer, Wilfrid M. Wigley.

GRAY'S-INN.—Alexander J. Balm, George Leigh, Inoognant S. Naidu, Gurn D. Nanda, Shankar Nath, Edward Owen, John P. Purcell, John H. F. Reed, Ernest J. Wilberforce.

The number examined was 58, and of these 34 passed. Three candidates were postponed until the Trinity Examination, 1899.

The following passed in Roman Law and Constitutional Law and Legal History:—

LINCOLN'S-INN.—John C. Denmead, Jacobus K. D. Hill, Arthur M. Kelly, and Thomas P. Law.

INNER TEMPLE.—Thomas W. H. Inskip, Robert P. Mahaffy, Arthur L. Stanley, Richard B. Wilson, Joseph Wilson-Johnston, and Charles R. M. Workman.

MIDDLE TEMPLE.—Morgan P. Griffith-Jones, Townsend W. Shaw, and Mervyn C. Stephen.

GRAY'S-INN.—Sundar D. Pasricha and John A. Vertannes.

Of 30 examined 15 passed.

The following passed in Roman Law:—

LINCOLN'S-INN.—Ernest W. Barnes, Ralph F. Bury, William Coping, Richard F. Crawford, Frederic J. de Mel, Pratap C. Dutt, George S. Elliston, George M. D. Falkner, Christopher J. W. Farwell, Romil J. R. Goffin, Henry Hatfield, and Saul Solomon.

INNER TEMPLE.—Harold B. Barkworth, George L. Barstow, Henry W. Boys, Henry L. Brackenbury, Charles R. Buxton, Reginald C. Carter, Thomas Close, Dudley Cory-Wright, Llewelyn S. Davies, Christopher Erie, Thomas E. J. Fitzgerald, William H. Friend, Edgar J. Garston, Frank Giles, Harmood Harmood-Banner, Montague A. Harris, Henry H. Joy, Hugh A. Law, Alastair D. Macdonald, James F. Maguire, Moreshwar V. Nanekar, Frank Northen, Charles H. Pring, Albert P. A. Profumo, Alfred R. Sergeant, and Frederic G. Thomas.

MIDDLE TEMPLE.—James A. Battersby, Frederic Cliffe, Arthur Cory-Wright, William P. Cox, James A. Davies, Edward A. de Brett, Edward R. Harrison, Richard A. Hornby, Thomas H. Lyle, Walter M. Lyte, Samuel I. Oddie, Henry E. Peacock, Lion Renaud, and Johannes W. J. W. Roux.

GRAY'S-INN.—William Burke, Frederick W. Chambers, Nevil A. Damiani, Stephen R. Hobday, Choudhri S. M. Khan, Husein Muntaz, Mohammed S. Nawaz, Edward O'Connor, Khimji K. Sulay, and Jamshed K. Tarachand.

Of 73 examined 62 passed. One candidate was postponed until the Trinity Examination, 1899.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—January 10.—Chairman, Mr. J. S. Wilkinson.—The subject for debate was: "That the law as to constructive murder requires amendment." Mr. C. A. Anderson opened in the affirmative; Mr. Hildeheimer opened in the negative. The following members also spoke: in the affirmative, Mr. J. D. A. Johnson, Mr. E. M. Rose, Mr. Neville Tebbutt; in the negative, Mr. A. E. Clarke, Mr. Solomon. The motion was carried by six votes.

LEGAL NEWS.

OBITUARY.

Mr. HENRY DECIMUS ILDERTON, solicitor, late of 28, Jewry-street, Aldgate, London, E.C., and Brockley, Kent, who died at 116, Churchhill-road, South Croydon, on the 2nd inst., in his 82nd year, was the tenth and youngest child of Mr. Sanderson Ilderton, of Ilderton, Northumberland, a J.P. and former Sheriff of that county. He was born at Newcastle-on-Tyne on the 6th of March, 1817, and was admitted a solicitor in Trinity Term, 1840. He practised in Lincoln's-inn-fields for several years, and then removed to the City, where he remained until about six years ago, when failing health compelled him to retire. He was twice married, his second wife (who predeceased him) being Harriet Mary, daughter of the late Captain T. L. Robins, R.N., who was a signal midshipman on board *The Victory* at the battle of Trafalgar, and was present when Lord Nelson received his death wound. Mr. Ilderton leaves two sons.

APPOINTMENTS.

Mr. SIDNEY ANDREW, solicitor, of the firm of Roberts & Andrew, of Exeter, has been appointed a Commissioner for Oaths. Mr. Andrew was admitted in December, 1891.

Mr. C. H. W. SHACKELL, solicitor, of St. Austell, has been appointed a Commissioner for Oaths. Mr. Shackell was admitted in July, 1892.

INFORMATION WANTED.

SAMUEL BAYLISS, deceased.—Any person having in his custody, or having knowledge of the existence of, a will executed by the late Samuel Bayliss, of 5, Hanover-terrace, Regent's-park, in the county of Middlesex, retired contractor, who died on the 27th day of November, 1898, is requested to communicate immediately with John Bayliss, Esq., Bellair, Havant, who, in the absence of any known will, has been appointed administrator of his estate and effects. Any person producing the last will of the deceased, or giving trustworthy information regarding it, will be remunerated for his trouble. December 29, 1898.

CHANGES IN PARTNERSHIPS.

Messrs. SHEPHEARDS, solicitors, of 31 and 32, Finsbury-circus, London, have admitted into partnership Mr. ARTHUR S. WALTERS, and will in future practise under the style of Shepheads & Walters.

DISSOLUTIONS.

NICHOLAS ALBERT EARLE and WILLIAM EATON, solicitors (Earle, Sons, & Co.), Manchester. Dec. 31. The said Nicholas Albert Earle will continue to practise at 54, Brown-street, Manchester. The said William Eaton will practise as a solicitor and notary public at 27, King-street, Manchester.

THEODORE FOSTER and ERNEST ACTON KITE, solicitors (Foster & Kite), Torquay and Paignton. Dec. 31.

SIR THOMAS PAYNE, WILLIAM WORSHIP PAYNE, WILLIAM BLYTH, and JOHN ELLIOTT HUXTABLE, solicitors (Payne, Blyth, & Huxtable), 11, St. Helen's-place, London. Dec. 31. So far as regards the said Sir Thomas Payne, who retires from the business. The said William Worship Payne, William Blyth, and John Elliott Huxtable will continue the business under the same style as heretofore. [Gazette, Jan. 3.]

GEORGE HENRY LLEWELLYN and WILLIAM LYNDON MOORE, solicitors (Llewellyn & Moore), Newport, Mon. Dec. 31.

WILLIAM FREDERICK TAYLOR and JOSEPH GEORGE BARCLAY, solicitors (Barclay & Taylor), Macclesfield. Dec. 31. The said William Frederick Taylor will henceforth practise in his own name at Exchange Chambers, Macclesfield. The said Joseph George Barclay will practise in his own name at number 9A, Market-place, Macclesfield. [Gazette, Jan. 6.]

DANIEL WILLIAM JONES and WILLIAM HARRY BEDDOE, solicitors (Jones & Beddoe), Merthyr Tydfil and Pontypridd. Dec. 31.

WILLIAM WALLING SMITHSON and THOMAS TURNER, solicitors (Smithson & Turner), 54, Coney-street, York. Dec. 31. The said William Walling Smithson will continue to practise at the above address as Smithson & Turner. [Gazette, Jan. 10.]

GENERAL.

The death is announced of Mr. Blackman Young, the Registrar of Hastings County Court, and the eldest local solicitor. He was over eighty years of age.

It is stated that Sir Henry Hawkins deprecates any formal farewell ceremony in open court on his retirement, but nothing will be decided as to the matter until the return of the Lord Chief Justice.

Mr. Justice Bucknill met with an accident last week on his return from the hunting field, when his horse shied at a farmer's cart and threw him. He sustained no injury. He was duly sworn in before the Lord Chancellor in his private room at the House of Lords on Wednesday.

Sir Henry Hawkins has presented Mr. Kenyon, who has been the associate in his court for upwards of twenty years, with a handsome silver cigarette case bearing the following inscription: "James Kenyon, a mark of esteem from Sir Henry Hawkins."

We regret to hear of the death of Mr. Henry George Stevens, the senior partner in the firm of Stevens & Haynes, law publishers, of Bell-yard, Temple Bar. We understand that the business will be carried on as heretofore by his two sons and surviving partners.

The *London Gazette* of the 10th inst. announces that the Queen has been pleased, by Letters Patent under the Great Seal, to grant to Sir Henry Hawkins, Knt., late one of the Justices of Her Majesty's High Court of Justice, an annuity of £3,500.

Sir Francis Jeune has been suffering from a recurrence of his malady. On Wednesday the case of *Butchart v. Butchart and Hill*, part heard, which was before Sir Francis Jeune and a common jury on the 30th of November and the 1st of December last, was in the list for trial, but the jury were informed that their services would not be required this week, as the President would be unable to sit before next Monday.

The *American Law Review* says that one of the curiosities of the recent election was the election of a woman, Mrs. Merrie L. Abbott, to the office of prosecuting attorney of Ogemaw County, Michigan. It is said—but we do not credit the statement—that this lady was nominated by the silver Democratic county convention as a joke. If so, it was a joke that took well with the electors; for, while the Republican ticket carried the county by over 300, she was elected.

On the subject of the pension given to Sir Henry Hawkins, says the *Daily Telegraph*, it is pointed out that there are now six ex-judges in receipt of pensions, and that six occupants of the bench are, by virtue of over fifteen years' service each, entitled to them. The pension of £3,500 usually awarded is seven-tenths of a judge's ordinary salary of £5,000, if such a term may be used. Lord Esher, however, who drew an extra £1,000 a year as Master of the Rolls, takes an extra £250 as pension, making in his case £3,750.

Mr. Irving Browne, in an article in the *American Law Review* on the "Humours of the English Reports," says that in *Blundell v. Catterall* (5 B. & Ald. 268) it was held that the proprietor of bathing machines may not occupy the seashore with them against the will of the lord of the adjoining manor, who has long used it for fishing. This was decided so important a principle that the judges spread their views over forty-one pages. Best, C.J., dissented, observing that bathing is as essential as fishing, and that every Briton has a right to get to the sea. He makes one observation, however, that sounds funny nowadays: "Decency must prevent all females from bathing except from a machine." He also says: "By bathing, those who live near the sea are taught their first duty, namely, to assist mariners in distress." In *Goodman v. Sayers*, Sir Thomas Plumer, M.R., remarked that "the very definition of a good award is that it gives dissatisfaction to both parties." The ingenious Best, C.J., finds in *Flott v. Wilkes*, the spring gun case (3 B. & Ald. 304), a curious reason for preserving game: "If you do not allow men of landed estates to preserve their game, you will not prevail on them to reside in the country. Their poor neighbours will thus lose their protection and kind offices; and the government the support that it derives from an independent, enlightened, and unpaid magistracy." If we did not know that Best, C.J., was a serious person we might suspect that he was making game of us. This judge, like Mrs. John Gilpin, "had a frugal mind," for in *The King v. Colridge* (2 Barn. & Ald. 806), where a mandamus was refused to compel parish cemetery authorities to bury a body in an iron coffin, on the ground that the matter was exclusively of ecclesiastical cognizance, he thought "the consequence of enforcing such a mode of burial would produce great public inconvenience. For it is evident that in a few years the churchyard would be filled, and a great additional expense cast upon the parish in providing other places for the burial of the parishioners." In the case of the Queensberry Leases (1 Bligh 339) was considered the very lively question of the powers of an heir of tailzie under Scotch law. Lord Eldon started out with saying that it was "unquestionably the most weighty and important cause" that he had ever had occasion to consider, and he proceeds to verify its character in an opinion of 150 pages. His lordship is peculiarly candid and confidential. He admits that he never comes to the decision of a Scotch cause "without fear and trembling." "I have read these papers till I can hardly tell what is in them," he plaintively confesses. He is greatly puzzled about "graesum," but concludes, it means rent. He thinks a lease for fifty-seven years is a "long lease." (It ought not to have seemed long even for a lawsuit to Eldon.) He warned their lordships: "God forbid you should say it is the Scotch law, if it is not so!" He entreats their lordships to believe he has given the subject "a degree of painful attention, which I hope I shall be relieved from ever giving to any other."

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short term, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation, London."—[ADVT.]

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N. EASTERS,
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OXFORD,
MIDLAND,
SOUTH WALES.

WINTER
ASIZES, 1899.

COURT PAPERS.
SUPREME COURT OF JUDICATURE.
ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Jan.....	16	Mr. Church	Mr. Leach
Tuesday.....	17	Grewell	Godfrey
Wednesday.....	18	Church	Leach
Thursday.....	19	Grewell	Godfrey
Friday.....	20	Church	Leach
Saturday.....	21	Grewell	Godfrey
		Mr. Justice KEKKWICH.	Mr. Justice ROMER.
Monday, Jan.....	16	Mr. Carrington	Mr. Jackson
Tuesday.....	17	Lavie	Pemberton
Wednesday.....	18	Carrington	Jackson
Thursday.....	19	Lavie	Pemberton
Friday.....	20	Carrington	Jackson
Saturday.....	21	Lavie	Pemberton

CIRCUITS OF THE JUDGES.

The following Judges will remain in Town:—The LORD CHIEF JUSTICE OF ENGLAND and KENNEDY, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

Judges till their respective Commission Days.
NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

Dates not yet fixed.

Dates not yet fixed.

Dates not yet fixed.

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HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

HILARY SUFFINGS. 1892.

The Business of the Courts will be taken in accordance with the Judges' Resolutions of May 24, 1894. The Judges named to sit in Divisional Court will, whenever it becomes necessary, sit at Nisi Prius.

COURT OF APPEAL.

HILARY Sittings, 1899.

(Continued from p. 158.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

Jordeson v Sutton, Southcoates & Drypool Gas Co appl of defts Holme & King from order of Mr Justice North, dated August 4, 1898 (s o to abide result of appl of deft Gas Co) August 10

Same v Same appl of deft Co from same order August 10

In re Grove v Bramskin appl of defts M A Bramskin and ors from order of Mr. Justice North, dated July 26, 1898 August 10

Perch v The Glyncorrwg Colliery Co Id appl of pltf from order of Mr Justice Stirling, dated July 13, 1898, and cross notice of defts, dated August 12, 1898 August 12

Trower v Radcliffe Radcliffe v Trower appl of D E Radcliffe from order of Mr Justice North, dated July 6, 1898 (security ordered) August 17

Brown v Collings appl of pltf from order of Mr Justice Byrne, dated July 26, 1898 August 17

In re Piercy Whitwham v Piercy appl of R C Piercy from order of Mr Justice North, dated August 5, 1898 August 20

In re Day Smith v Metcalfe appl of defts C J Metcalfe & ors from order of Mr Justice Kekewich, dated July 30, 1898 August 20

In re T W Willink, an Infant and Guardian of Infants Act, 1886 appl of E J Ward from order of Mr Justice Stirling, dated August 10 1898 August 20

Urban District Council of Chiswick v Arnold (Whitaker 3rd party) appl of J Whitaker 3rd party from order of Mr Justice Bigham (sitting, &c), dated July 12, 1898 August 23

The Lagunas Nitrate Co Id v The Lagunas Syndicate Id appl of pltf from order of Mr Justice Romer, dated May 10, 1898 (order not perfected) August 24

Perrins v Bellamy appl of pltf from order of Mr Justice Kekewich, dated July 20, 1898 August 29

Harrison & Sons v Pearce appl of deft from order of Mr Justice Kekewich, dated August 2, 1898 September 13

Montagu v Gater appl of pltf from order of Mr Justice Romer, dated July 2, 1898 October 4

In re Atkinson Waller v Atkinson appl of pltf from order of Mr Justice Stirling, dated March 31, 1898 October 4

Brooks v Storer, Taylor & Co appl of pltf, A Brooks & anr from order of Mr Justice Byrne, dated July 1, 1898 October 18

Field v Jessop appl of pltf from order of Mr Justice Kekewich, dated July 21, 1898 October 20

Attorney-General v Radstock Urban District Council appl of pltf from order of Mr Justice Bingham (sitting, &c), dated May 25, 1898 October 21

In re an Arbitration between F B Gould & Sharpington Combined Pick & Shovel Syndicate, Id, & anr and the Arbitration Act, 1889 appl of Syndicate and Liquidator from order of Mr Justice Stirling, dated August 9, 1898 October 22

Bovril Id v Bouillon Fleet Id appl of pltf from order of Mr Justice Byrne, dated Aug 10, 1898 October 25

Same v MacSymons' Stores Id appl of pltf from same order October 25

Same v McBirnie appl of pltf from same order October 25

Same v Evans appl of pltf from same order October 25

Same v Shaw appl of pltf from same order October 25

Same v Evans & Co appl of pltf from same order October 25

In re The Companies Acts, 1862 to 1890, and In re S Frost & Co Id appl of persons set forth in the first Schedule of Order, dated Aug 11, 1898, and ors from order of Mr Justice Romer, dated Aug 11, 1898 November 8

Basset v Graydon appl of pltf from order of Mr Justice Byrne, dated Oct 26, 1898 (order not perfected) November 16

Day v Davies app of dt from judge of E Pollock, Esq, off ref, dated Oct 25, 1898 (order not perfected) Nov 17

Coleman v North appl of plt from order of Mr Justice Romer, dated Aug 10, 1898 (order not perfected) Nov 23

In re Hale Lilley v Foad app of dt from order of Mr Justice Byrne, dated Nov 8, 1898 (order not perfected—security ordered) Nov 25

Hayes v New Incandescent (Sunlight) Gas Lighting Co, Id app of dfts from order of Mr Justice Romer, dated Nov 15, 1898 Nov 28

Friary, Holroyd & Healy's Breweries Id v Singleton app of plt from order of Mr Justice Romer, dated Nov 4, 1898 Nov 30

Burgess v Hunt app of plt from order of Mr Justice Kekewich, dated Nov 24, 1898 Dec 1

In re T J Smith & Son, solrs appl of T J Smith & Son from order of Mr Justice Byrne, dated Nov 18, 1898 December 8

In re Stunt Barton v Hughes appl of deft E W Hughes from order of Mr Justice North, dated Nov 28, 1898 (order not perfected) December 9

Whiteman v Hamburg appl of deft from order of Mr Justice Byrne, dated Dec 5, 1898 (order not perfected) December 9

Girling Bros v Bruster appl of deft from order of Mr Justice North, dated Nov 4, 1898 (security ordered) December 10

Keynes v Leslie & Co Id appl of defts from order of Mr Justice Byrne, dated Nov 10, 1898 December 10

In re Penn Penn appl of defts from order of Mr Justice North, dated October 31, 1898 December 13

In re The National Bank of Wales Id & Co's Acts, 1862 to 1890 app of John Cory from order of Mr Justice Wright, dated Dec 7, 1898 (order not perfected) Dec 19

In re Shepherd Gibson v Hobbs appl of pltf from order of Mr Justice Kekewich, dated November 18, 1898 December 20

Milbourn v Pitt appl of defts from order of Mr Justice Bigham (Judge of Assize) for Mr Justice Byrne, dated December 5, 1898 December 21

Cowen & Truefit Id appl of defts from order of Mr Justice Romer, dated August 6, 1898 December 21

In re Walter White v Scopes appl of defts E L C Scopes & ors from order of Mr Justice Kekewich, dated December 3, 1898 December 22

Clifford v Holt & Sons appl of deft from order of Mr Justice Kekewich, dated December 7, 1898 (order not perfected) December 24

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

In re J Hopkins, Solr & Solicitors Act, 1888 appl of J Hopkins from judge of Justices Day & Bruce, dated April 4, 1898 July 4

Terry v Salaman appl of pltf from judge of Mr Justice Kennedy, dated June 25, 1898, at trial without a jury, Middlesex July 5

Dockrell v Dougall appl of pltf from judge of Mr Justice Ridley, dated June 16, 1898, at trial with common jury, Middlesex July 9

Parker v Cunliffe appl of pltf from judgment of Mr Justice Wright, dated June 29, 1898 (jury discharged) July 9

Bowler v Barberton Reefs, Id appl of deft Co from judge of Mr Justice Wills, dated July 5, 1898, at trial without a jury, Middlesex July 11

Ingrams, Id v Toole appl of deft from judge of Justices Day & Bruce, dated April 1, 1898 July 11

Lush v Edgcumbe appl of deft from judge of Mr Justice Wills, dated July 4, 1898, at trial with special jury, Middlesex July 11

Innes v Short & anr appl of deft from judge of Mr Justice Bigham, dated June 27, 1898, at trial without a jury, Middlesex July 12

Griffiths v Deakin appl of deft from judge of Mr Justice Day, dated June 24, 1898, at trial without a jury, Middlesex July 13

Strong & anr v Tyler & ors appl of pltf from judge of Mr Justice Darling, dated July 12, 1898, at trial without a jury, Middlesex July 15

Curry v Stewart appl of deft from judge of Mr Justice Day, dated July 13, 1898, at trial, &c, Newcastle-on-Tyne July 18

Hughes & anr v Erith Urban District Council appl of defts from judge of Mr Justice Wills, dated July 5, 1898, at trial with special jury, Middlesex July 10

The Mayor, &c, of Liverpool (appls) v The Assessment Committee of Llanfyllin Union & ors (repts) Crown side appl of repts from judge of Justices Ridley & Phillimore, dated July 8, 1898 July 21

The West Coast Steam Ship Ince Assoc & anr v Matthews & Luff appl of defts from judge of Mr Justice Bigham, dated July 5, 1898, at trial without a jury, Middlesex July 25

Cullen v Knowles & anr appl of defts from judge of Mr Justice Bigham, dated July 1, 1898, at trial without a jury, Middlesex (security ordered) August 2

In re an Arbitration between James Glen & ors and John Steele appl of John Steele from judge of Justices Day & Ridley, dated June 16 & 21, 1898, at trial with special jury, Middlesex August 4

Penny v Wimbledon Urban District Council & anr appl of Wimbledon Council from judge of Mr Justice Bruce, dated June 18, 1898, at trial with special jury, Middlesex August 4

Haydon (trustee, &c) v Jones appl of pltf from judge of Lord Justice Vaughan Williams, dated July 18, 1898, at trial without a jury, Middlesex August 9

Williams & ors v Canton Insurance Office Id appl of pltf from judge of Mr Justice Bruce, dated August 6, 1898, at trial, &c, Liverpool August 11

Walshaw v Mayor, &c, of Brighouse appl of defts from judge of Mr Justice Day, dated August 9, 1898, at trial without a jury, York August 13

The Peninsular and Oriental Steam Navigation Co (appls) v Leslie, Surveyor of Taxes (rept) Revenue Side appl of appts from judge of Justices Wright & Kennedy, dated August 1, 1898 August 15

Field v Body appl of deft from judge of Mr. Justice Lawrence, dated August 10, 1898, at trial without a jury, Middlesex August 16

Lees v Perim Coal Co appl of pltf from judgment of Mr Justice Bruce, dated July 27, 1898, at trial with special jury, West Derby Division, &c (security ordered) August 17

Carnley and ors v Fordham appl of deft from judge of Mr Justice Bigham, dated July 21, 1898, at trial without a jury August 17

Griffiths & anr v The Birmingham Stopper & Cycle, &c Co appl of defts from judge of Mr. Justice Channell, dated August 11, 1898, at trial without a jury, Birmingham August 17

Pontefract v Dobson appl of deft from judge of Mr Justice Day, dated August 11, 1898, at trial, &c August 19

The British Gold Fields of West Africa Id v Kirby appl of deft from judge of Mr Justice Mathew, dated August 5, 1898, at trial without a jury, Middlesex August 22

Huntingdonshire County Council v Simpson (Railway and Canal Commission) appl of deft from judge of Mr Justice Wright, Sir F Peel, and Viscount Cobham, dated July 27, 1898 August 26

Dunford & anr v London & Midland Bank Id appl of defts from judge of Mr Justice Bigham, dated August 11, 1898, at trial without a jury August 29

Steamship "Isis" Co Id & ors v Bahr, Behrend, & Ross appl of debts from judgt of Mr Justice Bruce, dated August 5, 1898, at trial without a jury, Liverpool August 30
 Hawkins v Pepper & anr (Horton 3rd party) appl of pltf from judgt of Mr Justice Darling, dated August 11, 1898, at trial without a jury, Birmingham September 23
 Williams v Birmingham Battery & Metal Co Id appl of pltf from judgt of Mr Justice Darling, dated August 9, 1898, at trial with common jury, Birmingham October 1
 Huntingdon-hire County Council v Simpson (Railway and Canal Commission) appl of debt from judgt of Mr Justice Wright, Sir F Peel and Viscount Cobham, dated September 23, 1898 October 4
 Evans v Simmer appl of debt from judgt of Mr Justice Wills, dated July 12, 1898, at trial without a jury, Merioneth October 20
 Thomas v Jones appl of debt from judgment of Mr Justice Phillimore, dated July 16, 1890, at trial without a jury, Carmarthen October 21
 Clink v Hickie, Borman & Co appl of pltf from judgt of Mr. Justice Bigham, dated Aug 10, 1898, at trial without a jury, Middlesex October 26
 Johnson & Co v Bristol Steam Navigation Co Id appl of debts from judgt of Mr Justice Phillimore, dated Aug 11, 1898, at trial without a jury, Swansea October 27
 McIlroy v Marten appl of pltf from judgt of Mr Justice Bigham, dated Aug 2, 1898, at trial with special jury, etc November 1
 Martin v London County Council appl of pltf from judgt of Mr Justice Kennedy, dated Aug 6, 1898, at trial, &c (jury discharged) November 5
 Gooch v Clutterbuck & anr (Davis, 3rd party) appl of Davis (3rd party) from judgt of Mr Justice Channell, dated Aug 8, 1898, at trial without a jury, Birmingham November 8
 Millward v Wood, Bigg & Nash appl of pltf from judgt of Mr Justice Channell, dated Aug 11, 1898, at trial without a jury, Birmingham November 10
 Beard v Walke appl of pltf from judgt of Mr Justice Darling, dated Oct 29, 1898, at trial without a jury, Middlesex November 10
 Charrington v Hart appl of pltf from judgt of Mr Justice Phillimore, dated Oct 27, 1898, at trial without a jury, Middlesex November 10
 Laufer & anr v New Brotherton Tube Co, Id appl of debt from judgt of Mr Justice Mathew, dated Nov 2, 1898, at trial without a jury, Middlesex November 12
 Houlder & ors v Bowen & ors appl of F A Bowen, a deft, from judgt of Mr Justice Mathew, dated Nov 8, 1898, at trial without a jury, Middlesex November 12
 Same v Same appl of E Cassel from judgt of Mr Justice Mathew, dated Nov 8, 1898, at trial without a jury, Middlesex November 12
 Purves v Straits of Dover Steamship Co, Id & ors appl of debts from judgt of Mr Justice Mathew, dated Nov 2, 1898, at trial without a jury, Middlesex November 15
 Sanderson & Levi v the British Westralian and Share Corp, Id, & ors appl of debts from judgt of Mr Justice Mathew, dated Nov 9, 1898, at trial without a jury, Middlesex November 16
 The Joint Committee of the River Ribble v Halliwell (Crown side) appl of pltf from judgt of the Lord Chief Justice and Mr Justice Wills, dated Oct 27, 1898 November 16
 Same v Shroock (carrying on, &c) Crown side appl of pltf from judgt of the Lord Chief Justice and Mr Justice Wills, dated Oct 27, 1898 November 16
 Redfern, Id v The Provident Association of London, Id appl of pltf from judgt of Mr Justice Wright, dated Nov 8, 1898, at trial without a jury, Middlesex November 18
 Lawson v Toplis & anr appl of debts from judgt of Mr Justice Channell, dated Nov 2, 1898, at trial without a jury, Middlesex November 19
 Rice v Reed appl of debt from judgt of Mr Justice Lawrence, dated Nov 16, 1898, at trial with special jury, Middlesex November 23
 T Prescott (appl) v H. W. Lee (respt) Crown side appl of pltf from judgt of the Lord Chief Justice, Mr Justice Wills, and Mr Justice Lawrence, dated Nov 11, 1898 November 23
 The Excel (British & Colonial) Milk Sterilizing Co Id v Reaveley & Co appl of debts from judgt of Mr Justice Wright, dated Nov 22, 1898, at trial without a jury, Middlesex Nov 25
 Geisha Syndicate Id & anr v Edwardes appl of pltf from judgt of Mr Justice Channell, dated Nov 8, 1898, at trial without a jury, Middlesex Nov 28
 Saxon SS Co Id v Union SS Co Id appl of debts from judgt of The Lord Chief Justice, dated Nov 18, 1898, at trial, &c Dec 3
 Same v Same appl of pltf from judgt of The Lord Chief Justice, dated Nov 18, 1898, at trial, &c Dec 7
 Holliday v The National Telephone Co Id (Crown Side) appl of pltf from judgt of Justices Wills and Lawrence, dated Nov 29, 1898 Dec 10
 Perfecta Seamless Steel Tube Co Id v J Penn & Sons Id appl of pltf from judgt of Mr Justice Channell, dated Nov 14, 1898, at trial with special jury, Birmingham Dec 10
 Bolt & East appl of pltf from judgt of Mr Justice Channell, dated Nov 26, 1898, at trial without a jury, Middlesex Dec 12
 Agins v Holman & Sons appeal of debts from judgt of Mr Justice Kennedy, dated December 5, 1898, at trial without a jury, Middlesex December 13
 Moore v Ransome's Dock Committee appl of debts from judgt of Mr Justice Lawrence, dated December 3, 1898, at trial with special jury, Middlesex December 13
 Union Steamship Co Id v D Davis & Sons Id appeal of debts from judgt of The Lord Chief Justice, dated November 18, 1898, at trial without a jury, Middlesex December 13
 Attenborough v Simpson (Christopher, 3rd party) appl of 3rd party from judgt of Mr Justice Channell, dated December 1, 1898, at trial without a jury, Middlesex December 16
 The Mercantile Bank of London Id v Evans appl of debt from judgt of Mr Justice Bruce, dated December 3, 1898, at trial, &c (jury discharged), Middlesex December 17
 Marshall v Colonial Consignment, &c Co appl of pltf from judgt of Mr Justice Kennedy, dated December 7, 1898, at trial without a jury, Middlesex December 17
 Neeld v Hendon Urban District Council appl of debts from judgt of Mr Justice Channell, dated November 30, 1898, at trial without a jury, Middlesex December 19
 Simmonds v Millar & Co appl of pltf from judgt of Mr Justice Kennedy, dated Dec 9, 1898, at trial without a jury, Middlesex Dec 19
 The Attorney-Gen v Clarkson & ors (Revenue side) appl of debts from judgt of Justices Wills & Bruce, dated Dec 13, 1898 Dec 20
 The St Louis Breweries Id (applts) v Aptorpe, Surveyor of Taxes (respt), Revenue Side appl of pltf from judgt of Justices Wills & Bruce, dated Dec 13, 1898 Dec 20
 Godfrey, Ellis & Co v Cross appl of debt from judgt of Mr Justice Grantham, dated Dec 16, 1898, at trial without a jury, Middlesex Dec 23

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1899.

SPECIAL PAPER.

For Judgment.

In re an Arbt between the County Councils of Buckingham and Hertford (c a v December 17)

For Argument.

In re an Arbt between James Calvert & Co and Isidore Wyler special case

In re an Arbt between Constable and Cranswick special case

In re an Arbt between The Astley & Tyldesley Coal & Salt Co Id and The Tyldesley Coal Co Id special case

Beardley v Beardley & ors points of law

In re an Arbt between The Southampton Tramways Co and The Corporation of Southampton special case

The Lancashire Asylums Board v The Lord Mayor, &c, of The City of Manchester special case

In re an Arbt between James Nuttall and The Lynton and Barnstaple Ry Co special case

In re an Arbt between M J & L Goodbody and Balfour, Williamson & Co special case

OPPOSED MOTIONS.

For Argument.

In re an Arbt between Burlumi & Co and F. Abraham & Co

In re a Solicitor Expte Incorporated Law Society

In re John Filby, an unqualified person Expte Incorporated Law Society

In re John T. Braid, an unqualified person Expte Incorporated Law Society

In re an Arbt between Thalmann, Freres & Cie and The Texas Star Flour Mills

In re an Arbt between Yorke & Denton and ors

In re an Arbt between Rackham, Golds & Co and Walker & anr

Kempe v Colman

In re a Solicitor Expte Incorporated Law Society

In re a Solicitor Expte Incorporated Law Society

Coall v Watts

In re Solicitor Expts Incorporated Law Society

Fowler v Saunders

Peel v Sheldrake

In re a Solicitor Expte Incorporated Law Society

Prudential Assurance Co Id v The Church Copenhall Parish Council

Stegmann v O'Connor

The Ironmongers' Co & anr v Rice

In re an Arbt between Fair & anr & The Mayor, &c of Blackpool

Julian v Jay

Hope v Smith

Justins v Middleton

The Patent Gas Enrichment Syndicate Id v Dainton

CROWN PAPER.

For Argument.

Pembroke The Queen v Mayor, &c. of Pembroke (expte Local Government Board) Nisi for mandamus to obey order of Local Government Board

Dorsetshire Brown v Patch magistrate's case

Lancashire, Ashton-under-Lyne London & North Western Ry Co v Evans county court pltf's app

Cambridgeshire Hunter v Clare magistrate's case

Salford Warrington v Manchester Carriage & Tramways Co Hundred Court defts' app

Suffolk, Lowestoft Mallett & Sons v Great Eastern Ry Co county county pltf's app

West Ham The Queen v E Baggallay, Esq, Stip Mag & Slatter (expte Raby & ors) Nisi for certiorari for conviction

City of London Woodthorpe v Spencer & anr magistrate's case

Middlesex, Westmister Wilson v Robertson county court deft's app

Attenborough v Simpson (Christopher, 3rd party) appl of 3rd party from

Surrey, Southwark Gavin v Gamble & anr (trading, &c) county court pltf's app
 London Mayer v Percy & anr (trading, &c) Mayor's court deft's app
 Sussex, Horsham Goodman v Moses county court pltf's app
 Hertfordshire, St Albans Dixon & Sons v Seymour county court deft's app
 Yorkshire, Leeds Swain v Harrison county court deft's app
 London Walker v Macfarlane mayor's court pltf's app
 Bristol Yabbicom v King magistrate's case
 Middlesex, Brompton Collic v Kerrell county court pltf's app
 Middlesex, Westminster Rohmann v Cohen county court deft's app
 Bristol Bishop v Yabbicom Magistrate's case
 London The Queen v West (expte London County Council) Nisi for certiorari for inquisition
 Herefordshire The Queen v Powell & anr (expte Williams) Nisi for mandamus to deliver books
 Cornwall, Truro (Stannaries Jurisdiction) In re New Par Consols and In re Gregory county court C Gregory's app
 Surrey, Kingston Gaydon & Sons v Bear Hotel county court defts' app
 Hampshire, Portsmouth Hewson v Walker county court deft's app
 Oxfordshire, Banbury The Queen v His Honour Judge Snagge & Jones & Co. (expte Day) Nisi to hear apln
 Warwickshire Parsons & anr v Brindley magistrate's case
 Andover Bayley v Cook magistrate's case
 Devonshire Brooks & anr v Hamlyn & ors magistrate's case
 Middlesex, Westminster Skrine v Day (Holloway, 3rd party) county court pltf's app
 Middlesex, Clerkenwell Bober v Carsberg county court pltf's app
 County of London Ellis v Camberwell Assessment Committee & ors quarter sessions special case apltf's app
 Middlesex, Westminster White v Headland's Patent Electric Storage Battery Co county court pltf's app
 Cardiff Stephenson v Rogers magistrate's case
 Lancashire West Lancashire Rural District Council v Ogilvy magistrate's case
 Newcastle Armstrong v Bell magistrate's case
 Huntingdonshire Peatfield v Childs magistrate's case
 Warwickshire Dewin v Cunlife magistrate's case
 Metropolitan Police District Vines v North London Collegiate & Camden Schools for Girls magistrate's case
 Gloucestershire, Gloucester Thorne v National Guardian Assoc Co county court deft's app
 Lancashire, Manchester In re The Irish Oyster Co county court Irish Oyster Co's app
 Devonshire Edwards v Purnell & ors magistrate's case
 Lancashire, Ulverston & Barrow-in-Furness Huddlestane & anr v Furness Ry Co county court deft's app
 Middlesex, Brompton Isaacs v Morgan (Jacobs, clmt) county court clmt's app
 Suffolk, Haverhill Pryke v Hill county court deft's app
 London Bygrave v Ponsford mayor's court deft's appeal
 Gloucestershire The Queen v Webb & anr, JJ and anr (expte Hawker) Nisi for certiorari for conviction
 Met Pol Dist Starey v Graham magistrate's case
 Surrey, Southwark Jones v Bernstein (trading, &c) county court pltf's app
 London Paterson & anr v Trustee Industrial, &c Corp county court pltf's app
 Middlesex, Westminster Percy Supper Club v Whyte county court deft's app
 Same, Clerkenwell Smith v Lockhart county court pltf's app
 Swansea Ritchie v Larsen magistrate's case
 London Sallnow v Beira Ry Co mayor's court pltf's app
 Bristol Gordon v Cann magistrate's case
 Huntingdonshire, Huntingdon Bradshaw v Thackray & Co county court defts' app
 Yorkshire, Otley Moon v Wharfedale District Council & ors county court defts' (The Otley District Council) app
 London The Queen v Board of Agriculture & Ecclesiastical Comms for England (expte the Churchwardens of S Gregory) Nisi for certiorari for order
 Cornwall, Truro (Stannaries Jurisdiction) In re The Tincroft Mining Co county court Harvey & Co, Id, app
 Middlesex, Brompton Hersey v Vigers Bros county court defts' app
 Warwickshire, Birmingham Newry v Lyett county court pltf's app
 Middlesbrough Kitson v Ashe magistrate's case
 Glamorganshire, Swansea Moxham & ors v Grant county court deft's app
 Sheffield The Queen v Welby, Esq, Stip Mag (expte Bird) Nisi to hear and determine application under sec 2, Vaccination Act, 1898
 Essex, Southend Leigh v Adams county court pltf's app
 Same Perring v Same county court pltf's app
 Same Moore v Clark county court pltf's app
 Southampton The Queen v Simonds & ors, JJ and Rowe (expte Lovell) nisi for order to state case
 Glamorganshire The Queen v Guthrie and ors, JJ & Churchwardens & Overseers of Wenvoe (expte G. Jenner) Nisi for prohibition Birkenhead Mersey Docks Board v Birkenhead Union and ors quarter sessions special case apltf's app
 Derbyshire, Ashbourne Watson v Petts county court appeal from chambers against refusal of prohibition
 Middlesex, Brompton Pearson v Charing Cross, &c, Electricity Corp county court dfts' appeal
 Essex, Southend Carr v Clarke county court pltf's appeal
 Met Pol Dist Drury v Bickard magistrate's case
 Essex, Colchester Broom v Colchester Gas Co county court pltf's app
 Lancashire Whitehead v Bury Union Assessment Committee & ors quarter sessions special case apltf's app
 County of London The Queen v Justices of County of London (expte Payne) nisi for mandamus to hear app against distress warrant
 Yorkshire, Hull Snowden v Ancholine Packet Co county court defts' app
 Glamorganshire, Neath Marks (trading &c) v Derrick & anr (H. Grand field, clmt) county court pltf's app
 Kent, Gravesend Wohlgenuth v Coste county court deft's app
 Middlesex, Bloomsbury Hyndman v Ward county court deft's app
 Surrey, Wandsworth L C & D Ry Co Gas Light & Coke Co, clmts v Cable L C & D Ry Co & The High Bailiff of Wandsworth County Court, respcts county court clmts app
 Hampshire, Southampton Coxwell v Page & anr county court pltf's app
 Leicestershire, Leicester Lynes & ors v Snaith county court deft's app
 Glamorganshire, Bridgend Edwards v Maddock & anr county court deft's app
 Kingston-on-Thames Macrae v West magistrate's case
 Middlesex, Southwark Carter v Williams & Sons county court defts' app
 Yorkshire, Leeds Harrison v Lancashire & Yorkshire Ry Co county court deft's app
 Met Pol Dist The Queen v Corser, Esq, Mag & E Beall & anr (expte Boaler) Nisi to hear information
 County of London The Queen v JJ of County of London & Corp of British Investors (expte Boaler) nisi for prohibition in app
 London Attridge v Drouhet & Co mayor's court pltf's app
 Southampton The Queen v Mayor, &c, of Portsmouth (expte Miller) nisi for mandamus to approve plans
 Gloucestershire The Queen v Owen, Esq, Revising Barrister (expte Loveridge) nisi to state in case facts established in evidence
 Derbyshire, Derby Morris v United Advertising Co county court dfts' app
 Derbyshire Shortt v Robinson magistrate's case
 Sussex Duncan v Pope magistrate's case
 Surrey, Southwark National Furnishing Co v Matthews county court dfts' app
 Sunderland Robinson v Mayor, &c, of Sunderland magistrate's case
 County of London The Queen v London County Council (expte Lee Local Board) nisi for mandamus to construct sewers, &c
 Lancashire, Blackpool Platt v Davenport county court pltf's app
 Cornwall The Queen v The Newquay Urban District Council (expte Secretary of State for Home Department) nisi for mandamus to make application to consecrate burial ground
 Montgomeryshire The Queen v Justices of the county of Montgomery & ors (expte Mayor, &c of Liverpool) nisi for certiorari for order of JJ
 London The Equitable Investment Co v Higson & anr county court pltf's app
 Same Hay v Leet county court pltf's app
 Same Budden v Wasmuth & anr county court pltf's app
 Huntingdonshire The Queen v Great Gidding Parish Council (expte Bullimore) nisi for mandamus to pay judgment debt
 Berkshire, Reading Simmonds & Son v The Great Wyrley Colliery Co county court deft's app
 Essex, Maldon Le Mare v Forster & ors county court clmts' app
 South Shields Rowlands v Miller magistrate's case
 Lancashire The Queen v Justices of County of Lancaster (expte Hampson & anr) nisi for mandamus to hear appeal
 Middlesex, Shoreditch Davis v Alstrom county court pltf's app
 Same, Westminster Mather & anr v Dixon county court dfts' app
 Southampton The Queen v G. P. Perkins, Esq & ors, JJ and W. R. Mitchell (expte A Hennen) nisi to state case
 Buckinghamshire The Queen v Lowndes, Esq, & ors, JJ (expte Bedford) nisi to hear, &c apln under Vaccination Act, 1898
 Derbyshire, Derby Aulton v Midland Ry Co county court dft's app
 Staffordshire, Stoke-upon-Trent Dickinson & Sons v North Staffordshire Ry Co county court pltf's app
 Lancashire The Queen v Licensing JJ of Manchester (expte Lewis & anr) nisi for mandamus to hear apln
 Manchester The Queen v Licensing JJ of Manchester & anr (expte Lewis) nisi for certiorari for licence
 Yorkshire, Leeds Lord Mayor, &c of Leeds v Armitage county county pltf's app
 Middlesex, Bloomsbury Adams & ors v Page (A. G. Page, clmt) county court pltf's app
 Liverpool The Queen v Stewart, Esq, Pol Mag & ors (expte J. Olsen) nisi for certiorari for convictions
 Middlesex, Westminster Far & anr v Citroen county court deft's app
 Lancashire The Queen v Liverpool, St Helen's & South Lancashire Ry Co (expte Banks) nisi for mandamus to take up award
 Same The Queen v Liverpool, St Helen's & South Lancashire Ry (expte Wood) nisi for mandamus to take up award
 Same The Queen v Liverpool, St Helen's & South Lancashire Ry, Co (expte Mercer) nisi for mandamus to take up award
 Merthyr Tydfil Jenkins v Merthyr Tydfil Urban District Council magistrate's case
 Hampshire, Newport and Ryde Browne v Powell county court pltf's app
 Warwickshire, Birmingham Bott v Bryant County Court dft's app
 Lancashire, Liverpool Neiman v Kiermans
 Yorkshire, Holmfirth Haigh v Hothery

Parts of Lindsey, Lincolnshire. The Queen v S Kelsey, Esq. and anr, JJ and Bacon (expte Great Central Ry Co)
 London. The Queen v Dr Tristram (expte London Cemetery Co)
 Metropolitan Police District London County Council v Dixon
 London May v Baxendale
 Cent Crim Court The Queen v JJ of Central Criminal Court & Boulton (expte L Colline)
 Anglesey, Llangein Adens v Evans

REVENUE PAPER.

For Hearing.

Cause by English Information.

Attorney-General and Earl Cowley

Cases Stated

Equitable Life Assurance Society of U S and Bishop (Surveyor of Taxes) Seaman and Lee (Surveyor of Taxes)

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Jan. 18.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2, £120,000 Debenture Stock "C" of the New River Co, bearing interest at 3 per cent., payable half-yearly on August 1 and February 1, by order of the Governor and Company of the New River. Solicitors, Messrs. Thompson & Debenham, London. (See advertisement, this week, p. 3.)

Jan. 18.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2, Leasehold Residence in Clapham-road. Solicitor, W. S. Young, Esq., London.

Jan. 18.—Messrs. W. MARTIN & CO., at the Mart, at 12, Leasehold Residences and Shops and Freehold Ground-rents, situated in Walthamstow, North and East Dulwich, and Forest Gate. Solicitors: J. F. Whichcord, Esq., Canterbury; Messrs. Roberts & Andrews, Exeter; Messrs. Ellis, Bickerstaffe, & Ellis, Messrs. Peters & Bolton, and Messrs. Thompson & Thompson, all of London. (For fuller particulars, see advertisements, this week, p. 3.)

Jan. 19.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

REVERSSES:
 To One-seventh of Freehold and Leasehold Properties at Brighton, Twickenham, Leamington, &c., value £30,000; gentleman aged 55. Solicitors, Messrs. Anderson & Sons, London.

To One-thirteenth of a Trust Estate, represented by Railway and Colonial Stock, a Freehold Property in Wales, value £32,100; lady aged 55. Solicitors, Messrs. Sewell & Maughan, Paris.

To One-eighth of Seven-tenths of a Trust Estate, Railway Stocks, &c., value £23,320; aged 66. A similar, represented by £9,615 London and North-Western Railway 3 per Cent. Stock, receivable on the decease of the same lady. Solicitors, Messrs. Marsh & Warry, Yeovil.

To one Moiety of a Trust Fund of £1,000 Cape of Good Hope Government 4 per Cent. Loan of 1882; lady aged 70. Solicitor, G. J. Fowler, Esq., London.

To One-fourth of a Trust Estate in Railway Stocks, value £2,180; gentleman aged 49 and lady aged 45. Solicitors, Messrs. Hartley & Co., London.

RESIDUE

Of a sum of £250, payable to a gentleman aged 23, with a Life Policy for £200. Solicitors, Messrs. Ley Wood & Rickerby, Cheltenham.

POLICIES:

For £1,000, £850, £500, £250. Solicitor, G. J. Fowler, Esq., London. (See advertisements, this week, back page.)

FOR THROAT IRRITATION AND COUGH.—"Epp's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epp & Co., Ltd., Homeopathic Chemists, London.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BASS AND FLINDERS GOLD MINING CO, LIMITED.—Petition for winding up, presented Jan. 2, directed to be heard on Jan. 18. Blair & Girling, 1, Wool Exchange, Basinghall st., solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17.

DOYLDEN RUBBER WORKS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb. 4, to send their names and addresses, and the particulars of their debts or claims, to Lonsdale Broderick, 104, King st., Manchester.

GOODWINS, JARDINE, & CO, LIMITED (IN LIQUIDATION)—Creditors are required to lodge their proofs of debt, not later than Jan 21, with J. W. Stewart, 150, Hope st., Glasgow.

HORNBY & CO, LIMITED—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to Walter Owen Clough, 89, Gresham st., Learyard & Co, solors for liquidator.

MACHINERY INSURANCE CO, LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and particulars of their debts and claims, to Mr. H. P. C. Kelland, 53, Victoria st., Robinson & Stannard, 19, Eastcheap, solors to liquidator.

PIANO RESONATOR (DANIEL MAYER PATENT), LIMITED—Creditors are required, on or before Feb 28, to send in their names and addresses, and the particulars of their debts or claims, to John George Mills, 18, Bishopsgate st. Within.

SELF-FIXING PNEUMATIC VEHICLE AND CYCLE TYRES SYNDICATE, LIMITED.—Petition for winding up, presented Jan 4, directed to be heard on Jan 18. Ward & Co, 35, Gracechurch st., solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17.

SIMPSON STEAMSHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to William Simpson, 15, Wordsworth avenue, Cardiff.

VICTORIA TEA CO, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Sedgwick, Ellesmere, Warwick rd, Malins. Drucks & Attice, 10, Billiter sq., solors to liquidator.

London Gazette.—TUESDAY, Jan. 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIG BLOW, LIMITED—Petition for winding up, presented Jan 4, directed to be heard on Jan 18. Ashurst Morris & Co, 17, Throgmorton avenue, solors for company. Notice of

appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17.

BRADFORD GLASS CO, LIMITED—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Butterfield, Bradford. Turnbull, Bradford, solors for liquidator.

COOPER, COOPER, & CO, LIMITED—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to Mr. James Fabian, 84, Nicholas lane. Harwood & Stephenson, 31, Lombard st., solors to liquidator.

FERRO-SODIUM CO, LIMITED—Petition for winding up, presented Jan 5, directed to be heard on Jan 18. Ballie & Co, 15, George st., Mansion House, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17.

GENERAL CONSTRUCTION AND TRAMROADS CO, LIMITED—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to William Bolton, 18, Spring garden, Manchester. Sutton & Co, Manchester, solors for liquidator.

GOLDEN DOVE MINING CO, LIMITED—Petition for winding up, presented Jan 5, directed to be heard on Jan 18. Lumley & Lumley, 37, Conduit st., Bond st., solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 16.

GRIFFITHS, SON & CO, LIMITED—Creditors are required, on or before Feb 18, to send in their names and addresses, and the particulars of their debts or claims, to John Jenkins, 10, Westgate st., Cardiff.

IMPROVED RAW SILK SYNDICATE, LIMITED—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Greenhill, 70, Queen Victoria st., Sims & Syms, 70, Queen Victoria st., solors for the liquidator.

KING'S CROSS STEAMSHIP CO, LIMITED; RHUBARBA STEAMSHIP CO, LIMITED; GODMUNDING STEAMSHIP CO, LIMITED—Creditors of each of the above are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to William Powell Annas, 9, Mount Stuart sq., Cardiff.

LEATHER SHOE WHEEL CO, LIMITED—Petition for winding up, presented Jan 4, directed to be heard on Jan 18. Blackford & Co, 15, Walbrook, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17.

MARSHALL ASHBY & CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 9, to send their names and addresses, and the particulars of their debts and claims, to Benjamin Thomas Norton, 9, Old Jewry Chambers, Richards & Co, Finsbury sq., solors to liquidators.

STEARING BROTHERS AND WESTWOOD MANUFACTURING CO, LIMITED—Petition for winding up, presented Jan 6, directed to be heard Jan 18. Morgan Price & Mewburn, 33, Old Broad st., agents for Hargreaves & Eaton, Birmingham, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17.

THAMES CHAMBERS, LIMITED—Creditors are required, on or before Feb 9, to send their names and addresses, and the particulars of their debts or claim, to Mr. J. W. Mason, 6, Wheathill rd., Anerley.

THOMAS YOUNG & CO, LIMITED (Newcastle on Tyne)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Gillespie Cross, 54, Westgate rd, Newcastle on Tyne. Williamson, Newcastle on Tyne, solor to liquidator.

WEST'S PATENTS SYNDICATE, LIMITED—Petition for winding up, presented Jan 9, directed to be heard Jan 18. Rawlings & Butt, 2, Walbrook, solors for the partners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17.

UNLIMITED IN CHANCERY.

MURCIA STEAMSHIP CO (IN LIQUIDATION)—Creditors are required, on or before Feb 6, to send in their names and addresses, and particulars of their debts or claims, to James Henry Goodyear, 31, James st., Liverpool.

FRIENDLY SOCIETIES DISSOLVED.

MINDFUL LODGE, ANCIENT SHEPHERDS, Ashton under Lyne, Lancs. Dec 21.
 STOURBRIDGE INDEPENDENT FRIENDLY SOCIETY, Stourbridge, Worcs. Jan 5.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 27.

BURE, THOMAS ALFRED, Queen's sq., Bloomsbury, Proprietor of Private Hotel. Jan 30.
 BURT v BURT, Romer, J. Law, Holborn viaduct.

GRIFFITHS, EVAN, Swansea, Grocer Jan 27 Holmes v Morgan, Romer, J. Thomas, Swansea.

GUEST, ARTHUR EDWARD, Half Moon st. Jan 30 Guest v Bircham, Stirling, J. Bircham, Parliament st.

HUGHES, THOMAS HUMPHREY, Flint, Physician Jan 28 Evans v Hughes, Byrne, J. Kelly, Liverpool.

LEACH, WILLIAM EDMUND, Cottenham, Cambridge, Builder Jan 28 Leach v Leach, Romer, J.

LOW'S EXCHANGE, Northumberland avenue, General Steamship and Exchange Agency Jan 28 Low v Low, Low's Exchange, and Ireland, Kekewich, J. Batchelor & Cousins, Walbrook.

ORRELL, JAMES, Turncroft, Over Darwen, Lancs, Agent Jan 24 Orrell v Cocker, Registrar, Manchester Hallwell, Darwen.

London Gazette.—FRIDAY, Dec. 27.

MILLER, MARY ANN, Dalston lane, Hackney Jan 16 Newman v Miller, Kekewich, J. Pearce-Jones & Co, John st., Bedford row.

WAYNE, SAMUEL, Biggin, Derby, Farmer Jan 27 Holland v Wayne, Stirling, J. Symonds, Worksop, Derbyshire.

UNDER 22 & 23 VIC. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 16.

ABERDEIN, WILLIAM CHARLES, Colchester, Refreshment house Keeper Jan 14 Wittey & Denton, Colchester.

ADELSON, CHARLES, Boston, Lincoln, Professor of Music Feb 1 Millington & Simpson, Boston.

ASPINALL, JOHN, Barnsley, York, Brush Manufacturer Dec 24 Horsfall, Barnsley.

BENTLEY, JOHN WENSY NATHANIEL, Camden sq. Jan 31 Roberts, Circus pl.

BLACKBURN, JOSHUA JOHN BLADES, Horns Hill Jan 31 Chandler, New st.

BOTTIERILL, JOHN, Billington, York, Builder Jan 23 W & W S Drawbridge, Scarborough.

BRETT, JULIA PETRONELLA, Kensington Jan 10 Ticehurst & Sons, Cheltenham.

BRUNNISON, REV JOHN BROWN, Jermy st. Jan 12 Fowler, Old Serjeants' inn, Chancery Lane.

COOPER, JAMES, Shere, Surrey, Farmer Jan 14 Capron & Sparks, Guildford.

COX, GEORGE, Corcombe, Dorset Feb 7 Price & Sons, Walbrook.

CROSS, EDWARD WILLIAM, Weymouth Feb 13 Andrews & Co, Weymouth.

CUTCHIE, JOHN ELWORTHY, Bedford Feb 15 Hepburn & Co, Bedford in Hand et, Cheapside.

DUNN, MIRIAM, Bridlington Jan 30 Parker & Brailsford, Sheffield
 GOLDSMITH, ARTHUR ABBOTT, Ipswich, Merchant Jan 16 Samuel Gooding, Ipswich
 GRIFFITHS, JEREMIAH, Bath Jan 17 Chesterman, Bath
 HARVEY, ANNE JANE, Northill, Bedford Jan 31 Chapman & Chaundler, Biggleswade
 HOUNSFIELD, THOMAS JOHN, Glyn Cigan, nr Berriew, Montgomery, J P Jan 15 Rodgers & Co, Sheffield
 JARMAN, ALBERT, Melksham, Wiltshire, Brewer Jan 31 Ginn & Matthew, Cambridge
 JOHNSTONE, JOHN MARSH, Bowdon, Chester Feb 1 Johnstone, Half Moon st
 LAW, WILLIAM EDWARD, Barnstaple Jan 14 Brewster & Son, Barnstaple
 McGUFFIE, JOHN KNIGHT, Kensington Jan 20 Cattars & Co, Mark lane
 MALTBY, SWANN, Castlegate, York, Wine Merchant Jan 17 Gundall, York
 MORRISON, FREDERICK JOHN, Putney, Dairymen Jan 31 Rye & Eyre, Golden sq
 MOSER, JOHN, Croydon Jan 23 Barnard, Westminster bridge rd
 NASH, JOHN LOCKE, Liverpool, Merchant Jan 27 Radcliffe & Co, Liverpool
 NEWINGTON, ALEXANDER THURLOW, Thiehurst, Sussex Jan 19 Young & Co, Hastings
 OLDFIELD, HENRY, Ash Hill, Norfolk, Farmer Jan 13 Grigson & Robinson, Watton, Norfolk
 PUGSLEY, JOHN, Cutcombe, Somerset Jan 5 Webber-Inclined & Alms, Minehead.
 QUARN, THOMAS, Streatham Jan 18 Woodcock & Co, Bloomsbury sq
 REX, GEORGE, Garforth, York Jan 21 Lum, Leeds
 ROLT, DANIEL WALTER, Upper Holloway Jan 26 Robins & Co, Lincoln's inn fields
 SELF, ELIZABETH, Peckham Feb 15 Baldwin & Co, Clitheroe
 SELF, GEORGE, Camberwell, Confectioner Feb 15 Baldwin & Co, Clitheroe
 SELF, MARY ANN, Peckham Feb 15 Baldwin & Co, Clitheroe
 SHREWSBURY, GEORGE, Brixton, Gas Engineer Jan 20 Houseman & Co, Princes st, Westminster
 SKERFVET, JOHN, Hereford Feb 1 Corner & Co, Hereford
 STANSFIELD, MARY JANE, Kingston upon Hull Jan 23 Thompson & Co, Hull
 SWIRE, JOHN SAMUEL, Billiter st, Merchant Feb 10 Flux & Co, East India av
 TARBOLTON, GEORGE SEPTIMUS, Manchester Jan 21 Brett & Co, Manchester
 TEMPERLEY, WILLIAM ANGUS, Hexham, Northumberland Jan 1 Botterell & Co, Newcastle upon Tyne
 TROUP, JOHN IGGLERDEN, Southend on Sea Jan 10 Spyer & Sons, New Broad st
 TURNER, WILLIAM, Rotherham, York, Contractor Jan 30 Oxley & Coward, Rotherham
 TUXTON, JOHN, Hunslet, Leeds, Tailor Feb 1 Knaley & Co, Leeds
 TWEDDY, HUGH D'OTYLY, Bromley, Kent Jan 31 Tatham & Pynn, Frederick's pl
 VIONE, REV HENRY GOLDSMITH, Sunbury Jan 20 Bell & Co, Lincoln's inn fields
 WARSHAW, Very Rev Canon SAMUEL, Sheffield Jan 23 Taylor & Co, Sheffield
 WATSON, ESTHER, Scarborough, Tobacconist Feb 1 W & W S Drawbridge, Scarborough
 WATTS, SARAH, St Leonards on Sea Jan 19 Young & Co, Hastings
 WILLIAMS, JESSE, Naunton, Glos, Watchmaker Jan 31 Chandler, New ct
 WILLIAMS, ROBERT BEYNON, Greenwich Jan 31 Farlow & Jackson, Fenchurch st
 WILSON, CHARLOTTE, Sheffield Jan 20 Parker & Brailsford, Sheffield

London Gazette.—TUESDAY, Dec. 20.

CALLINGHAM, WILLIAM, Thames Ditton, Builder Feb 4 Durham & Co, Arundel st
 CHAPY, CAROLINE, Bath Jan 31 Brooke, Lincoln's inn fields
 FOOT, MARY ANN, Milton next Sittingbourne, Kent Jan 16 Winch & Co, Sittingbourne
 FOX, JOHN, Rainham Jan 31 J & E H Galsworthy, Old Jewry chmrs
 GREGSON, GEORGE, Mt Marton, nr Blackpool Jan 20 Parkinson & Starkie, Blackpool
 GUTTERIDGE, THOMAS, Cottenham, Northampton Jan 20 Lamb & Stringer, Kettering
 HACKETT, ANELIA, Barleston, Leicester Jan 16 Stevenson & Son, Leicester
 HANDE, ELIZABETH BANCROFT, Liverpool March 31 Cleaver & Co, Liverpool
 HEATH, RICHARD, Leamington Spa, Warwick Jan 14 Moore & Tibbits, Warwick
 HENNIK, ANN, Dover Jan 16 Mowll & Mowll, Dover
 HOLLIDAY, ROGER, Hill Top, nr Esh, Durham, Coal Miner Feb 1 Lisle, Durham
 LOWAX, ANNON, Bolton Jan 16 Balshaw & Challinor, Bolton
 LUCAS, WALTER, Bury, Hat Manufacturer Jan 23 Bertwistle, Bury
 MACDONALD, AMELIA AGNES, Liverpool Jan 20 Evans & Co, Liverpool
 PENNELL, SIR CHARLES HENRY, Boscombe Jan 25 Rees & Co, Frederick's pl
 PRICE, HENRY ALBERT, West Bromwich, Bank Manager Feb 1 Stokes & Neighbour, Bedford row
 REID, CECIL FREDERICK, Draycott pl Feb 1 Frere & Co, Lincoln's inn fields
 ROBERTS, ELIZA, St John's Wood, Feb 1 Allen & Son, Carlisle st, Soho sq
 RUDGE, AUGUSTA FELIZARDO, Paddington, Jan 31 Hussey & Ingpen, Stone bldgs
 SAMUEL, ANNA CATHERINE, Maids Vale Feb 2 Emanuel & Co, Walbrook
 SHAW, JOHN, Manchester, Merchant Jan 30 Tucker & Co, Manchester
 SHEA, MARY MONICA, Chorlton upon Medlock, Manchester Jan 21 Jolliffe & Jolliffe, Chester
 SMITH, BENJAMIN SYDNEY, Sandhurst, Berks Jan 22 Smith, Fenchurch bldgs
 STANTON, CHARLOTTE, Birkenhead Jan 14 Hensman & Co, Northampton
 STODDART, BET ROBERT WILSON, Cambridge Feb 8 Burrows, Cambridge
 TIMMS, MARY ANN, Chipping Norton, Oxford Jan 29 Wilkins & Toy, Chipping Norton
 TILLOW, ROBERT, Halesworth, Suffolk, Tailor Jan 31 Mullens, Halesworth
 WARDE, SARAH, Leeds Feb 1 Granger & Son, Leeds
 WATSON, MAHALAH, Colchester Jan 31 Tompson, Colchester
 WILLIAMS, ANNA, Bath Jan 23 Withy, Bath
 WOODMAN, HENRY, Southsea Jan 20 Patterson, Tower chmrs

London Gazette.—FRIDAY, Dec. 23.

ARNFIELD, BENJAMIN, Sheffield, Publican Jan 31 Tasket, Sheffield
 ASHTON, ARTHUR, Boston, Lincoln Jan 15 Yarborough, Boston
 BASSETT, MRS KATHERINE, Kensington Feb 1 Wilde & Co, College hill
 BRAZLEY, THOMAS, Caine, Wilts, Builder Jan 19 Gough, Caine, Wilts
 BELL, JANE, Odiham Jan 15 Talbot, Arundel st, Strand
 BIGG, GODFREY, Stockwell Jan 17 Hogan & Hughes, Martin's-lane

BLAEDEN, RICHARD THOMAS, Bath Jan 29 Benson & Co, Bristol
 BOND, JANE, Accrington Dec 30 Slinger, Accrington
 BOWLER, THOMAS ANDREW, Hammersmith, Bookkeeper Feb 4 Durham & Co, Arundel st, Strand
 BROUGHTON, ELIZABETH, Eccles, Lancs Jan 30 Winder, Bolton
 BURGESS, JOHN, Wimborne, Dorset, Yeoman Jan 5 Luff, Wimborne
 BURNS, JAMES, Sale, Cheshire Feb 3 Sutton & Co, Manchester
 CHAPMAN, ELIZABETH CAROLINE, Margate Jan 31 Hare & Co, Temple chmrs, Whitefriars
 CHARLTON, FANNY DORA, Dunster, Somerset Jan 31 Soames & Co, Lincoln's inn fields
 CHARLTON, JAMES, Swinton, Lancs, Farmer Jan 31 Knight, Manchester
 CHRISTON, JOHN, Thornaby on Tees, York, Innkeeper Feb 4 Faber & Co, Stockton on Tees
 CLIFTON, ISAAC, Bloxham, Oxford, Mason Jan 23 Fairfax, Banbury
 COLLINS, HENRY WALLACE, Westhoughton, Lancs, Ironmonger Jan 31 Hodgkinson, Bolton
 COOK, HARRIET, Tunbridge Wells Jan 28 Williams, Leicester
 CRACKLOW, EMILY, Eltham, Kent Jan 21 Guillauma & Sons, Salisbury sq
 FISHER, OCTAVIUS STEPHENS, H.M.S. Rodney, Staff Surgeon Jan 31 Kisch & Co, Barbican
 FRASER, CUTHBERT ANTHONY, Hyderabad, India Jan 23 Blake & Heseltine, Serjeants' inn
 GILL, ELLEN, Kingston upon Hull Jan 16 Crust & Co, Beverley
 GOLDTHORP, LETITIA, Upper Norwood Mar 1 Thattoher, Essex st
 HAMBLY, ELIZABETH ALICE WAKEHAM, Bishop's Teignmouth, near Teignmouth Feb 10 Mullings & Co, Cirencester
 HOLGATE, THOMAS, Preston Jan 30 Freeman, Bradford
 HORNE, ROBERT WILLIAM, East Ham, Essex, Customs Officer Jan 31 Coupe, East Ham
 JACKSON, JOHN, Shefield Feb 9 Vickers & Co, Sheffield
 LAUNDRY, SARAH ELIZABETH, Nottingham Jan 23 Hunnybun & Sons, Huntingdon
 LAYCOKE, SARAH ANN, Keighley, York Jan 24 Ellis, Keighley
 LEETE, WARREN, South Norwood Jan 31 Holmes & Son, Clement's ln
 LOWN, JOSEPH, North Leverton, Nottingham, Yeoman Jan 30 Marshalls & Bate, East Retford
 LOWNDES, THE REV RICHARD, Sturminster Newton, Dorset Jan 31 Lowe & Co, Temple gdns
 LYONS, JAMES, Wardour st Feb 1 Windsor & Co, Jewry st
 MURGATEBOYD, JOSEPH, Yeadon Jan 18 Walmsley, Yeadon
 NEWMAN, HENRY, Herne Hill Jan 30 Soames & Thompson, Coleman st
 PARF, MARY, Dalton Jan 31 Southall, Leominster
 PORTER, JOHN GOE, Wimborne Minster, Dorset Dec 31 Luff, Wimborne Minster
 PUGH, WILLIAM, Fenchurch st, China Merchant Feb 6 Harwood & Stephenson, Lombard st
 PYLE, CAROLINE JANE, Lympstone, Devon, Farmer Dec 31 Dunn & Baker, Exeter
 RICHLEY, PETER, Newcastle upon Tyne Feb 18 Chartres & Youl, Newcastle upon Tyne
 SHANKAW, CHARLES JAMES FRANCIS, Clapham Jan 24 Routh & Co, Southampton st, Bloomsbury
 STRANGE, ELIZA, New House Park, nr Rickmansworth Jan 23 Renshaw & Co, Suffolk lane
 TAYLOR, CHARLES, Princess st Jan 31 Guscott & Co, Essex st, Strand
 TAYLOR, JAMES, Fulham Park pl Feb 8 Everett & Hodgkinson, Chancery lane
 TURE, ANNE, Rusholme, nr Manchester Jan 31 T & G F Drinkwater, Hyde
 WALTER, JOHN MCNEIL, Folkestone Feb 4 Caprons & Co, Savile pl
 WEBBER, FRANCIS, Taunton, Yeoman Jan 31 Sweet & Son, Taunton
 YOUNG, ARCHIBALD, jun, Austinfrith, Stockbroker Feb 1 Cameron & Co, Old Broad st

London Gazette.—TUESDAY, Dec. 27.

BARDELL, JOSEPH THOMAS, Kentish Town, Timber Merchant Jan 27 Wells & Son, Paternoster row
 BICKLEY, JOHN LATTY, Pangbourne, Berks Jan 31 Miller & Co, Salters' Hall ct
 BIRD, WILLIAM KIDMAN, Cambridge, Vinegar Merchant March 25 Ginn & Matthew, Cambridge
 BLAKISTON, ANNE PENDERLEATH, Notting Hill Jan 31 Goddard, St Michael's alley, Cornhill
 CAPE, FANNY, Hanover sq Jan 31 Upton & Britton, Lincoln's inn fields
 CADWELL, ANNE SOPHIA, Bath Feb 4 Simmons & Co, Bath
 DE KEYSER, SIR POLYDORE, Cornwall gdns Jan 31 Miller & Co, Salters' Hall ct
 DE LECROIX, JANE DUNEAU, Surbiton, Surrey Jan 16 Mills, Chancery ln
 DRUMMOND, AGNES CAROLINE, Eaglefield Green, Surrey Jan 31 Broughton & Co, Great Marlborough st
 EVANS, THOMAS, Holywell, Flint, Licensed Victualler Feb 1 Cope, Holywell
 FLETCHER, CATHERINE JANE, L C Lunatic Asylum, Banstead Feb 15 Digby, Coleman st
 FORD, SARAH, Eliacombe, Torquay Jan 27 Rooper & Whately, Lincoln's inn fields
 HALL, DANIEL, Lower Broughton, Salford Feb 15 Chapman & Co, Manchester
 HOPKINSON, HOYLE, Rawtenstall, Lancaster, Clogger Feb 1 Woodcock & Sons, Haslingden
 HOWARD, THOMAS, Prestwich, Lancaster Feb 7 Atkinson & Co, Manchester
 KAY, GEORGE, Eckington, Derby, Stone Mason Jan 24 Jones, Eckington
 KERSHAW, JOSEPH GOODWIN, Hyde Park gate Feb 14 Ingle & Co, Threadneedle st
 KNIGHT, CHARLES, Abergavenny, Hotel Keeper Jan 31 Hodges, Abergavenny
 LOVELL, REEVES, Holloway Feb 4 Holcombe & Banks, Gt James st
 MASON, MARY ELLEN, Rochdale, Furniture Dealer Jan 31 Chadwick, Rochdale
 MIDDLETON, HERBERT, Doncaster Jan 19 Robinson & Co, Bradford
 PARISH, EDWIN, Aston juxta Birmingham, Painter Jan 22 Best, Birmingham
 PARSONS, JOHN MOWBRAY, Holbeach Jan 31 Mossop & Mossop, Holbeach
 PICKSTOCK, NOAH, Holmes Chapel, Chester, Builder Jan 31 Bygott & Sons, Sandbach, Cheshire
 POTTER, JANE, Shepherd's Bush Feb 1 Clarke & Calkin, John st, Bedford row
 POITS, TOM SMITH, Sunderland, Licensed Victualler Jan 22 Hopper, Sunderland
 REDDAIL, WILLIAM, South st, Finsbury, Architect Feb 1 Hepworth & Co, South st, Finsbury
 SCHOOLFIELD, JAMES, Gauxholme Todmorden, Lancs, Innkeeper Feb 2 Eastwoods & Sutcliffe, Todmorden
 STEWARD, KATHERINE ANNE, Dover Jan 23 Mowll & Mowll, Dover
 WELCH, THOMAS, Birmingham, Furniture Remover Feb 23 Freeland, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 6.

RECEIVING ORDERS.

AVERY, WILLIAM BATES, Queen Victoria st High Court Pet Dec 9 Ord Jan 2
 BEAUCLEER, F E, Piccadilly High Court Pet Nov 17 Ord Jan 2
 BIDDLE, ROBERT, Alvington Glen, nr Lydney, Glos, Farmer Newport Mon Pet Dec 13 Ord Jan 2
 BLANKLEY, FRANK FERNHOLD, Chatteris, Cambridge, Chemist Peterborough Pet Jan 4 Ord Jan 4
 BOBBIE, JAMES, Kettering, Draper Northampton Pet Dec 19 Ord Dec 31
 BEEBE, WILLIAM KIRBY, and SAMUEL KIRBY BEEBE, St Ives, Hunts, Coal Merchants Peterborough Pet Jan 4 Ord Jan 4
 BEEDLE, HARRY, Plumstead, Builder Greenwich Pet Dec 13 Ord Jan 3
 BROOKSCLERE, JOHN ARTHUR, Leeds, Carter Leeds Pet Jan 2 Ord Jan 2
 CARPENTER, FREDERICK GEORGE, New Swindon, Wilts, Beerhouse Keeper Swindon Pet Dec 23 Ord Jan 3
 CARTER, A I, Rickmansworth, Printer High Court Pet Dec 14 Ord Jan 3
 CHURCH, JAMES, Leicester, Grocer Leicester Pet Dec 30 Ord Dec 30
 CROSSINGHAM, HENRY, St Leonards on Sea, Coal Merchant Hastings Pet Jan 3 Ord Jan 3
 DAVIS, GEORGE, Iford, Essex, Coachbuilder Chelmsford Pet Jan 3 Ord Jan 3
 DELBRIDGE, SYDNEY THOMAS, Southampton, Grocer Southampton Pet Nov 23 Ord Jan 4
 DIXON, ARTHUR ROBERTS, Dover Canterbury Pet Jan 4 Ord Jan 4
 FORD, AUGUSTUS FRANK JUSTICE, Leamington, Schoolmaster Canterbury Pet Jan 2 Ord Jan 2
 FORSYCKE, ALFRED VICTOR, Strand, Theatrical Manager High Court Pet Jan 3 Ord 3
 FURNES, FREDERICK, Broomhill, Sheffield, Brewer's Traveller Sheffield Pet Jan 4 Ord Jan 4
 GOBLIN, THOMAS STUDLEY, Abberavon, Grocer Neath Pet Jan 2 Ord Jan 2
 HIATT, FRANK HERBERT, South Norwood, Actor Croydon Pet Jan 2 Ord Jan 2
 HINES, HERBERT, Southwark, nr Halifax, Cabinet Maker Halifax Pet Jan 4 Ord Jan 4
 HORNE, WILLIAM SPAKE, Hatherleigh, Devon, Auctioneer Plymouth Pet Jan 2 Ord Jan 2
 INGRAM, WILLIAM B, Lombard st, Merchant High Court Pet Dec 2 Ord Dec 30
 NAYLOR, ERNEST ELIJAH, and WILLIAM HEFFORD, Kettering, Boot Manufacturers Northampton Pet Jan 3 Ord Jan 3
 NORMAN, GEORGE, Sheffield, Builder Sheffield Pet Jan 4 Ord Jan 4
 NORTH, WILLIAM FREDERICK, Gt Grimsby Gt Grimsby Pet Dec 31 Ord Dec 31
 PARFITT, ALFRED JAMES, Norwich, Hairdresser Norwich Pet Jan 4 Ord Jan 4
 PAYNE, ROBERT THOMAS, Alysham, Norfolk, Boot Dealer Norwich Pet Dec 21 Ord Jan 2
 PETTINGILL, EDWARD MARK DOW, Great Yarmouth, Butcher Great Yarmouth Pet Jan 3 Ord Jan 3
 ROWSON, CHARLES FREDERICK, Lincoln Lincoln Pet Jan 3 Ord Jan 4
 SIDERFIN, ROBERT, jun, Bournemouth, Confectioner Poole Pet Jan 4 Ord Jan 4
 VOSPER, RODERICK, Saltash, Cornwall, Butcher Plymouth Pet Jan 3 Ord Jan 3
 WATERHOUSE, SAMSON, Pudsey, Yorks, Builder Bradford Pet Jan 4 Ord Jan 4
 WILLIAMS, JOHN MORGAN, Brecon, Grocer Merthyr Tydfil Pet Jan 4 Ord Jan 4
 WOODFIELD, GEORGE ALFRED, Maidstone, Photographer Maidstone Pet Jan 2 Ord Jan 2
 YEANDLE, JAMES, Swansea, Grocer Swansea Pet Jan 2 Ord Jan 2

Amended notice substituted for that published in the *London Gazette* of Dec 30:

JACKSON, GEORGE FRED, Salford Salford Pet Dec 7 Ord Dec 22
 Amended notice substituted for that published in the *London Gazette* of Jan 3:
 HOWARD, FRED, Moss Side, nr Manchester Manchester Pet Dec 7 Ord Dec 30

FIRST MEETINGS.

AVERY, WILLIAM BATES, Queen Victoria st Jan 13 at 12 Bankruptcy bldgs, Carey st
 BAILEY, THOMAS, Accrington, Fishcurer Jan 18 at 1 County Court house, Blackburn
 BEAUCLEER, F E, Piccadilly Jan 13 at 2.30 Bankruptcy bldgs, Carey st
 BOUGUSSKY, RUBIN, Kingston upon Hull, Butcher Jan 13 at 11 Off Rec, Trinity House in Hull
 CHURCH, JAMES, Leicester, Grocer Jan 13 at 12.30 Off Rec, 1, Berriedge st, Leicester
 CROSBIE, JOHN MATTHEW, West Hartlepool, Watchmaker Jan 13 at 2.30 Royal Hotel, West Hartlepool
 CUTLER, JAMES, Harborne, Birmingham, Builder Jan 16 at 12.30 Corporation st, Birmingham
 DEDDISHIRE, WILLIAM HENRY, and ANDREW DEDDISHIRE, Dunstable, Bedford, Auctioneers Jan 14 at 11.30 Off Rec, 1, St Paul's sq, Bedford
 FLYNN, HABIBI, Mount Pleasant, Swansea, Commercial Traveller Jan 17 at 12 Off Rec, 31, Alexandra rd, Swansea
 HOPKINS, OWEN, Birmingham, Printer Jan 13 at 2.174, Corporation st, Birmingham
 HOSKINS, JAMES, Liverpool, Marine Surveyor Jan 18 at 12 Off Rec, 25, Victoria st, Liverpool
 HOWARD, FRED, Moss Side, nr Manchester Jan 13 at 3 Off Rec, Byrom st, Manchester
 HOWE, ROBERT, Torquay, Licensed Victualler Jan 25 at 10.45 Off Rec, Exeter

HUTCHINSON, ALBERT, Liversedge, York, Currier Jan 13 at 3 Off Rec, Bank Chambers, Bailey
 HUTCHINSON, ROBERT HOWPOD PERCY, Husbands Bosworth, Leicestershire Jan 17 at 12 Bankruptcy bldgs, Carey st
 JACKSON, GEORGE FRED, Salford Salford Jan 13 at 2.30 Off Rec, Byrom st, Manchester
 JONES, REES, Plasmarl, Swansea, Saddler Jan 14 at 11 Bankruptcy bldgs, Carey st
 KNAPP, RUPERT CHARLES DARVILL, Sheffield, Port Butcher Jan 13 at 3 Off Rec, Five Tree In, Sheffield
 MALCOLM, GEORGE, Offham, Worcestershire, Liver stable Proprietor Jan 18 at 11.45 Copenhagen st, Worcester
 MILROY, MATTHEW, Leeds Jan 17 at 11 Off Rec, 22, Park Row, Leeds
 PATTERSON, GEORGE, Larkfield, Kent, Grocer Jan 18 at 11 Off Rec, 9, King st, Maidstone
 PLOWMAN, STUART JAMES, Scarborough, Traveller Jan 13 at 12 Off Rec, 7, Newborough, Scarborough
 ROW, GEORGE, Sheffield Jan 13 at 2.30 Off Rec, Five Tree Lane, Sheffield
 ROWELL, EDWARD, Seacombe, Cheshire, Book keeper Jan 16 at 12 Off Rec, 25, Victoria st, Liverpool
 RUSSELL, ARTHUR, Coventry Jan 17 at 11 Off Rec, 17, Hertford st, Coventry
 STEVENSON, HENRY, Birmingham, Shop Fitter Jan 16 at 11.17, Corporation st, Birmingham
 VALENT, JOHN, Blackpool, Butcher Jan 18 at 3 Off Rec, 14, Chapel st, Preston
 WATTS, JAMES, Leamington, Butcher Jan 17 at 12.30 Off Rec, 17, Hertford st, Coventry
 WOODFIELD, GEORGE ALFRED, Maidstone, Photographer Jan 18 at 10.30 Off Rec, 9, King st, Maidstone

ADJUDICATIONS.

ALEXANDER, JACOB, Edgware rd, Fruterer High Court Pet Dec 17 Ord Jan 3
 AUSTIN, WILLIAM HEWENS, Deddington, Farmer Oxford Pet Nov 15 Ord Dec 30
 BREESE, WILLIAM KIRBY, and SAMUEL KIRBY BEEBE, St Ives, Hunts, Coal Merchants Peterborough Pet Jan 4 Ord Jan 4
 BROOKSBANK, JOHN ARTHUR, Leeds, Carter Leeds Pet Jan 2 Ord Jan 2
 BUCHAN - SUDERIFF, THOMAS, jun, Bristol, Mechanical Engineer Bristol Pet Dec 29 Ord Jan 4
 CHURCH, JAMES, Leicester, Grocer Leicester Pet Dec 30 Ord Dec 30
 COPE, ALBERT, Canton, Cardiff, Builder Cardiff Pet Nov 30 Ord Dec 30
 CROSSINGHAM, HENRY, St Leonards on Sea, Coal Merchant Hastings Pet Jan 3 Ord Jan 3
 DAVIS, GEORGE, Iford, Essex, Coachbuilder Chelmsford Pet Jan 3 Ord Jan 3
 GOSLIN, THOMAS STUDLEY, Abberavon, Grocer Neath Pet Jan 2 Ord Jan 2
 HART, TOM DICKINSON, Leicester, Hotel Proprietor Leicester Pet Nov 15 Ord Jan 3
 HINES, HERBERT, Southwark, nr Halifax, Cabinet Maker Halifax Pet Jan 4 Ord Jan 4
 HORNE, WILLIAM SPAKE, Hatherleigh, Devon, Auctioneer Plymouth Pet Jan 2 Ord Jan 4
 INGRAM, WILLIAM B, Lombard st, Merchant High Court Pet Dec 2 Ord Dec 30
 NAYLOR, ERNEST ELIJAH, and WILLIAM HEFFORD, Kettering, Boot Manufacturers Northampton Pet Jan 3 Ord Jan 3
 DIXON, ARTHUR ROBERTS, Dover Canterbury Pet Jan 4 Ord Jan 4
 DIXON, WILFRED, Camberwell High Court Pet Nov 30 Ord Dec 31
 FORD, AUGUSTUS FRANK JUSTICE, Leamington, Schoolmaster Canterbury Pet Jan 2 Ord Jan 2
 FURNES, FREDERICK, Broomhill, Sheffield, Brewer's Traveller Sheffield Pet Jan 4 Ord Jan 4
 GOSLIN, THOMAS STUDLEY, Abberavon, Grocer Neath Pet Jan 2 Ord Jan 2
 HART, TOM DICKINSON, Leicester, Hotel Proprietor Leicester Pet Nov 15 Ord Jan 3
 HINES, HERBERT, Southwark, nr Halifax, Cabinet Maker Halifax Pet Jan 4 Ord Jan 4
 HORNE, WILLIAM SPAKE, Hatherleigh, Devon, Auctioneer Plymouth Pet Jan 2 Ord Jan 4
 HOWE, ROBERT, Torquay, Licensed Victualler Exeter Pet Dec 21 Ord Jan 2
 JACKSON, GEORGE FRED, Salford Salford Pet Dec 7 Ord Jan 3
 JONES, EDWARD, Llangeinwen, Anglesey, Miller Bangor Pet Dec 13 Ord Jan 4
 KELLEY, CHARLES AUGUSTINE, Lower Wolvercote, Oxford Oxford Pet Dec 8 Ord Dec 30
 KNAPP, RUPERT CHARLES DARVILL, Sheffield, Pork Butcher Sheffield Pet Dec 9 Ord Jan 4
 LESTER, GEORGE, Albany st, Regent's Park, Boot Dealer High Court Pet Dec 31 Ord Dec 31
 MIMMACK, KENNETH, Stalybridge, Lancs, Hosier Ashton under Lyne Pet Nov 30 Ord Dec 33
 NAYLOR, ERNEST ELIJAH, and WILLIAM HEFFORD, Kettering, Boot Manufacturers Northampton Pet Jan 3 Ord Jan 3
 NEWTON, FREDERICK CHARLES, Highbury Park, Wine Merchant High Court Pet Dec 1 Ord Jan 2
 NORMAN, GEORGE, Sheffield, Builder Sheffield Pet Jan 4 Ord Jan 4
 NORTH, WILLIAM FREDERICK, Gt Grimsby Gt Grimsby Pet Dec 31 Ord Dec 31
 PARFITT, ALFRED JAMES, Norwich, Hairdresser Norwich Pet Jan 4 Ord Jan 4
 PATTERSON, GEORGE, Larkfield, Kent, Grocer Maidstone Pet Dec 22 Ord Jan 2
 PAYNE, ROBERT THOMAS, Alysham, Norfolk, Boot Dealer Norwich Pet Dec 21 Ord Jan 3
 PETTINGILL, EDWARD MARK DOW, Gt Yarmouth, Butcher Gt Yarmouth Pet Jan 3 Ord Jan 3
 PLOWMAN, STUART JAMES, Scarborough, Traveller Scarborough Pet Nov 8 Ord Jan 3
 ROWELL, EDWARD, Seacombe, Cheshire, Book keeper Birkenhead Pet Dec 19 Ord Jan 4
 ROWLAND, CHARLES, Horsham, Sussex, Wood Dealer Brighton Pet Dec 29 Ord Dec 31
 ROWSON, CHARLES FREDERICK, Lincoln Lincoln Pet Jan 3 Ord Jan 3
 SIDERFIN, ROBERT, jun, Bournemouth, Confectioner Poole Pet Jan 4 Ord Jan 4
 VALENT, JOHN, Blackpool, Butcher Preston Pet Dec 19 Ord Jan 4
 VOSPER, RODERICK, Saltash, Cornwall, Butcher Plymouth Pet Jan 3 Ord Jan 3
 WATERHOUSE, SAMSON, Pudsey, Yorks, Builder Bradford Pet Jan 4 Ord Jan 4
 WATTS, JAMES, Leamington, Butcher Warwick Pet Dec 31 Ord Jan 4
 WILLIAMS, JOHN MORGAN, Brecon, Grocer Merthyr Tydfil Pet Jan 4 Ord Jan 4

RECEIVING ORDERS.

BAINTON, THOMAS, Bewholme, nr Hornsea Kingston upon Hull Pet Jan 5 Ord Jan 5
 BASSETT, JAMES, Leominster, Labourer Leominster Pet Jan 7 Ord Jan 7
 BAXTER, WILLIAM, Radmills, Leicestershire, Wheelwright Nottingham Pet Jan 6 Ord Jan 6
 BISHOP, JAMES, Hulme, Manchester, Fish Dealer Manchester Pet Jan 5 Ord Jan 5
 BROWN, GEORGE, Walsall, Pig Dealer Walsall Pet Jan 5 Ord Jan 5
 DAVIES, JOSEPH WILLIAM, Lucton, Hereford Leominster Pet Jan 7 Ord Jan 7
 DENISON, SOLON, Maids Vale, Nurseriesman High Court Pet Jan 4 Ord Jan 4
 DRAKE, FRANCIS ARTHUR, Nailsworth, Glos, Umbrella Stick Manufacturer Gloucester Pet Jan 6 Ord Jan 6
 ELLIS, GEORGE ALFRED, Walworth, Boot Dealer High Court Pet Dec 31 Ord Jan 7
 FARROW, JOHN EDWARD, Shelf, nr Halifax Halifax Pet Jan 7 Ord Jan 7
 FENTON, ALFRED, JAMES TUNSTALL FENTON, ARTHUR FENTON, and JOHN FENTON, Hanley, Staffs, Earthenware Manufacturers Hanley Pet Jan 5 Ord Jan 5
 FISHER, WALTER, Goole, Yorks, Hawker Wakefield Pet Jan 8 Ord Jan 6
 FRASER, GARDEN WILLIAM, Hemmingford Abbots, Hunts, Artist Peterborough Pet Jan 6 Ord Jan 6
 FREEMAN, JOHN, Kilburn, Musical Instrument Dealer High Court Pet Jan 5 Ord Jan 5
 GANSON, W J, Bloomsbury st High Court Pet Dec 6 Ord Jan 6
 HARDY, THOMAS, York, Painter York Pet Jan 3 Ord Jan 3
 HERCOCK, JOHN, Bourne, Lincs, Straw Dealer Peterborough Pet Jan 7 Ord Jan 7
 HOUGHTON, HENRY, Chelsea, Builder High Court Pet Jan 4 Ord Jan 4
 HOUD, FREDERICK REYNOLDS, Whitwell, I of W, Miller Newport Pet Jan 7 Ord Jan 7
 JONES, THOMAS ABRAHAM, Penygraig, Glam Pontypridd Pet Jan 6 Ord Jan 6
 JUDD, ARTHUR WOODWARD, Camberwell, Inland Revenue Officer Leicester Pet Jan 4 Ord Jan 4
 KAY, JOHN ALBERT, Tong, nr Bolton, Butcher's Assistant Bolton Pet Jan 5 Ord Jan 5
 KELSEY, J, Kensington High Court Pet Dec 15 Ord Jan 4
 KIRBY, FREDERICK HALL, Piccadilly, Consulting Engineer High Court Pet Dec 14 Ord Jan 4
 KNOWLES, MARK, Elm st, Temple, Barrister High Court Pet Oct 24 Ord Jan 4
 LAWE, RICHARD NATHANIEL ALEXANDER, Leytonstone High Court Pet Dec 6 Ord Jan 4
 LANE, STEPHEN, Leadenhall st Merchant High Court Pet Dec 1 Ord Jan 4
 MALINS, TEMPLAR, EDWARD, Cardiff, Chemist Cardiff Pet Dec 22 Ord Jan 4
 MARTIN, TOM, Wheldrake, Yorks, Labourer York Pet Jan 6 Ord Jan 6
 MILDEMAN, JAMES ALFRED, Yeovil, Somerset, Commission Agent Yeovil Pet Jan 5 Ord Jan 5
 O'NEILL, EDWARD, Chelsea, Actor High Court Pet Jan 7 Ord Jan 7
 PARKINSON, WILLIAM, Bolton Bolton Pet Jan 5 Ord Jan 5
 PARSHILL, WILLIAM, Filey, Yorks, Rope Maker Scarborough Pet Jan 5 Ord Jan 5
 RAYMENT, HENRY, Fulham, Fishmonger High Court Pet Dec 8 Ord Jan 6
 REECE, WILLIAM ROBERT, Copthall av High Court Pet Dec 21 Ord Jan 7
 SATCHELL, THOMAS, Temple av High Court Pet Nov 28 Ord Jan 5
 TOPPIN, PERCY, Rhyl, Flint High Court Pet Dec 8 Ord Jan 5
 WARRINGTON, JOSEPH CHELL, and GEORGE DUNCAN WARRINGTON, Tooley st, Provision Merchants High Court Pet Jan 3 Ord Jan 3

FIRST MEETINGS.

Brooksbank, JOHN ARTHUR, Leeds, Carter Jan 18 at 11 Off Rec, 22, Park Row, Leeds
 Brown, CHARLES FLEMING, Windermere, Westmorland, Hotel Keeper Jan 17 at 12 Off Rec, 16, Cornwallis st, Barrow in Furness
 Buist, JAMES JOSEPH, Cardiff Jan 18 at 3 Queen st, Cardiff
 Carter, A I, Rickmansworth, Printer Jan 17 at 2.30 Bankruptcy bldgs, Carey st
 Crofton, CHARLES AUGUSTINE, Liverpool, General Merchant Jan 18 at 1 Off Rec, 25, Victoria st, Liverpool
 Coates, THOMAS BURTON, and JOHN HALL COATES, South Shields, Provision Retailers Jan 18 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
 Crossley, WILLIAM EDWIN, Birmingham, Commission Agent Jan 18 at 1174, Corporation st, Birmingham
 Davies, GEORGE FRANCIS, Newport, Builder Jan 18 at 12 Off Rec, Westgate Chambers, Newport Mon
 Davies, JOHN RICHARD, Tiverton, Glam, Labourer Jan 17 at 12 135, High st, Merthyr Tydfil

Jan. 14, 1899.

DELBRIDGE, SYDNEY THOMAS, Southampton, Grocer Jan 18 at 3.30 Off Rec. 172, High st. Southampton
DENISON, SOLON, Maid's maid, Nurseryman Jan 17 at 11 Bankrupt bldgs, Carey st
DIXON, ARTHUR ROBERTS, Lover Jan 19 at 9 Off Rec. 73, Castle st, Canterbury
DIXON, WILFRED, Camberwell New rd Jan 19 at 11 Bankrupt bldgs, Carey st
FARRELL, JOHN EDWARD, Shelf, or Halifax Jan 18 at 11.30 Off Rec. Townhall chmbs, Halifax
FERDAY, JOHN BENJAMIN, Birmingham, Publican Jan 20 at 11 174, Corporation st, Birmingham
FISHER, WALTER, Gooles, Yorks, Hawker Jan 17 at 11 Off Rec. 6, Bonar's, Wakefield
FORD, AUGUSTUS FRANK JUSTICE, Leamington, Schoolmaster Jan 19 at 9.30 Off Rec. 73, Castle st, Canterbury
FORDEYCE, ALFRED VICTOR, Strand, Theatrical Manager Jan 17 at 12 Bankrupt bldgs, Carey st
FREEMAN, JOHN, Kilburn, Music Dealer High Court Pet Jan 6 Ord Jan 6
JUDY, THOMAS, York, Painter York Pet Jan 3 Ord Jan 8
HERCOCK, JOHN, Bourne, Lincs, Hay Dealer Peterborough Pet Jan 7 Ord Jan 7
HOURD, FREDERICK REYNOLDS, Whitwell, I W, Miller Newport Pet Jan 7 Ord Jan 7
JACKS, JAMES WALKES, Walsall, Furniture Dealer Walsall Pet Dec 29 Ord Jan 5
JONES, THOMAS ABRAHAM, Penygraig, Glam. Pontypridd Pet Jan 6 Ord Jan 6
JUDD, ARTHUR WOODWARD, Camberwell, Inland Revenue Officer Leicester Pet Jan 4 Ord Jan 4
KAY, JOHN ALBERT, Tong, nr Bolton, Butcher's Assistant Bolton Pet Jan 5 Ord Jan 5
KNOWLES, MARK, Elm et, Temple, Barrister High Court Pet Oct 24 Ord Jan 7
MARTIN, TOM, Wheldrake, Yorks, Labourer York Pet Jan 6 Ord Jan 6
PARKINSON, WILLIAM, Bolton Bolton Pet Jan 5 Ord Jan 5
PARTRIDGE, JOHN CROKER, Kensington, Wine Merchant High Court Pet Sept 22 Ord Jan 7
PASHBY, WILLIAM, Filey, Yorks, Ropemaker Scarborough Pet Jan 5 Ord Jan 5
PREST, JOHN, Blackburn, Licensed Victualler Blackburn Pet Dec 9 Ord Jan 7
REVENT, EDWARD STEPHEN, Old Jewry High Court Pet Nov 1 Ord Jan 7
WARRINGTON, JOSEPH CHULL, and **GEORGE DUNCAN WARRINGTON**, Tooley st, Southwark, Property Merchants High Court Pet Jan 3 Ord Jan 3
WHITEHOUSE, HARRY PLEON, Euston sq, Music Hall Artist High Court Pet Nov 23 Ord Jan 5
WILKINSON, ROBERT, Middlesborough, Builder Stockton on Tees Pet Jan 4 Ord Jan 4
 Amended notice substituted for that published in the London Gazette of Dec. 30:
COLE, CHARLES SHIRLEY, Twickenham Brentford Pet Dec 22 Ord Jan 12

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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